

1. Contact

**Proline Management Ltd.**  
**201 – 20 Burnside Road West**  
**Victoria BC V9A 1B3**  
**250.475.6440**

2. Identification of Attached Strata Property Act Form or Other Supporting Document

Application Type

LTO Document Reference

**Form-I Amendment to Bylaws**

3. Description of Land

PID/Plan Number

Legal Description

**VIS2907**

**THE OWNERS, STRATA PLAN VIS2907**

**Electronic Signature**

Your electronic signature is a representation that you are a designate authorized to certify this application under section 168.4 of the *Land Title Act*, RSBC 1996, c.250, that you certify this application under section 168.43(3) and that the supporting document is in your possession.

**Marnie Gunther**  
**IWXEF7**

Digitally signed by  
Marnie Gunther IWXEF7  
Date: 2021-08-24  
09:24:35 -07:00

Supplied to StrataDocs 2021/08/24  
Ordered by Troy Petersen 2023/02/09

Ordered By: Troy Petersen of Sutton Group West Coast Realty on 2023/02/09

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# Strata Property Act

## FORM I

### AMENDMENTS TO BYLAWS

(Section 128)

The Owners, Strata Plan VIS2907 certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with Section 128 of the Strata Property Act at an Annual General Meeting held on June 22, 2021.

#### Resolution:

**BE IT RESOLVED BY A ¾ VOTE OF THE OWNERS STRATA PLAN VIS2907 that pursuant to section 128 of the *Strata Property Act*, the Strata Corporation adopt the following bylaw:**

#### Electronic General Meetings

- 18.1**
- (1) The Strata Corporation may hold annual or special general meetings, including special general meetings demanded by 20% of the strata lot owners' votes pursuant to section 43 of the *Strata Property Act* (the *Act*), by electronic means including by telephone conference call, video conferencing or any other electronic means, so long as all authorized participants and eligible voters may communicate with each other during the meeting either through an electronic platform or teleconference, referred to herein as an "electronic meeting").
    - (a) An 'authorized participant' means an agent of the strata corporation, legal counsel, insurance agent, or any other person authorized by the *Strata Property Act*, bylaws or Strata Council to attend prior to the meeting.
  - (2) **Notice of Electronic Meetings:** The Corporation must specify the following in the notice of the electronic general meeting:
    - (b) the electronic means by which it intends to hold the electronic meeting;
    - (c) how voters may attend the electronic meeting; and,
    - (d) how votes may be cast at the electronic meeting.
  - (3) **Attendance at Electronic Meetings:**
    - (a) Eligible voters may only attend an electronic meeting by proxy or in person in the other manner or manners specified in the notice of meeting.
    - (b) If an eligible voter attends an electronic meeting in the manner specified in the notice of meeting, then such voter is deemed to be present in person.
    - (c) Eligible voters who wish to attend an electronic meeting by proxy must deliver a copy of their proxy to Council at least 48 hours before the meeting's start.
    - (d) Eligible voters attending an electronic meeting in person by electronic means acknowledge and accept that the risks associated with such attendance including but not limited to:
      - i. a loss of privacy;

- ii. connection and/or other technological problems;
  - iii. an inability to participate in discussions; and
  - iv. an inability to vote.
- (e) Eligible voters who attend an electronic meeting are responsible for the manner or manners in which they attend, and the Corporation is not responsible for the quality or consistency of their connection or their inability to connect or maintain connection.
- (f) The council will keep a register and tally of eligible voters attending in person and by proxy and update it as the meeting progresses.
- (g) If an eligible voter loses their connection to the meeting:
- a. their vote will not be counted towards quorum for any period that they are absent from the meeting; and
  - b. the meeting will continue in their absence unless their absence results in a loss of quorum.
- (4) **Registration and Voting at Electronic General Meetings:**
- (a) At an electronic meeting, registration, verification of proxies, participation, and quorum of eligible voters in person or by proxy must be confirmed by the chair at the beginning of the meeting by calling the roll or any other method that confirms eligible voters present in person or by proxy.
- (b) Attendees and voters at the electronic meeting must provide proof of their identity if requested to do so by the Council.
- (c) Quorum will be determined by the number of eligible voters attending in person by the specified manner or manners or by proxy.
- (d) The Council will keep a register and tally of eligible voters attending in person and by proxy and update it as the meeting progresses.
- (e) If an eligible voter loses their connection to the meeting:
- i. their vote will not be counted towards quorum for any period that they are absent from the meeting; and
  - ii. the meeting will continue in their absence unless their absence results in a loss of quorum.
- (f) Notwithstanding any other bylaw, a vote may not be conducted by secret ballot at an electronic annual or special general meeting.
- (g) The votes on a resolution at an electronic meeting may be cast by eligible voters using any one of the following voting methods:
- i. email to a designated email address during a designated voting window;
  - ii. show of voting cards if visual electronic communication is available;
  - iii. call of the roll;
  - iv. hand delivery of the ballots to a designated location;

- v. any other electronic method that identifies votes of eligible voters.
  - (h) After the chair of the meeting determines that all votes have been cast the chair will announce the outcome of the vote for each resolution including the total number of votes cast, the number of votes in favor and against, and whether the resolution was approved or defeated; and the outcome of the vote must be recorded in the minutes of the meeting.
  - (i) The corporation must keep all ballots and proxies for an electronic annual or special general meeting for a period of two (2) years, or as otherwise determined by the eligible voters by majority vote, after which they will be destroyed.
- (5) **Recording of Electronic Meetings:** Audio and/or visual recording of an electronic meeting, in part or in whole:
- (a) is permitted by the Council or it's designated agent for the purpose of facilitating accurate development of meeting minutes and confirming voting results post-meeting:
  - (b) is permitted by an owner, occupant, or tenant only if such owner, occupant or tenant, first obtains the express permission of the voters by a majority vote
  - (c) made by the Council must be retained/stored until the day after the next annual or special general meeting at which minutes of the previously recorded general meeting have been adopted/approved by owners; and
  - (d) that are not made by the Council or authorized by a majority vote of the owners at the meeting, shall be deemed to be invalid and inaccurate.
- (6) **Application of other bylaws and conflict:**
- (a) Subject to subsection 40.6 (b), all other bylaws pertaining to the calling and holding of general meetings continue to apply.
    - (i) Where a conflict exists between a section or subsection of this bylaw and any other bylaw, the provisions of this bylaw take precedence over the other bylaw.

**Resolution:**

**BE IT RESOLVED BY A  $\frac{3}{4}$  VOTE OF THE OWNERS STRATA PLAN VIS2907 THAT THE STRATA CORPORATION ADOPT THE FOLLOWING BYLAW:**

**43. Damage, Insurance, and Risk Allocation**

- (1) The Strata Corporation shall obtain an independent appraisal of the property from a qualified appraiser at least once every three years for the purposes of determining full replacement value pursuant to section 149(4)(a) of the *Strata Property Act*.
- (2) For purposes of s. 149(4)(b) of the Act, the Strata Corporation shall obtain adequate insurance for other major perils on an annual basis if such coverage is available and is economically feasible, including:
  - (a) earthquake insurance;
  - (b) sewer backup;

- (c) flood;
  - (d) theft or misappropriation of funds; and,
  - (e) Director's and Officer's Liability Insurance for a minimum amount of \$2,000,000.00.
- (3) An Owner, tenant, occupant or visitor must not:
- (a) do anything that will increase the risk of fire or the rate of insurance on the buildings or any part thereof; and
  - (b) cause damage, other than reasonable wear and tear to the common property, limited common property, common assets or those parts of a strata lot which the Strata Corporation must repair and maintain under these bylaws or insure under section 149 of the Act.
- (4) Subject to the regulations and this bylaw:
- (a) the payment of an insurance deductible in respect of a claim on the Strata Corporation's insurance, or
  - (b) damages or loss caused to building components and fixtures that the Strata Corporation must repair and maintain, that falls below the Strata Corporation's relevant insurance deductible
    - (i) are common expenses to be contributed to by means of strata fees calculated in accordance with section 99(2) or 100(1) of the Act.
- (5) Despite any other section of the Act or the regulations, Strata Corporation approval is not required for a special levy or for an expenditure from the contingency reserve fund to cover an insurance deductible required to be paid by the Strata Corporation to repair or replace damaged property, unless the Strata Corporation has decided not to repair or replace under section 159.
- (6) The Strata Corporation may cause its contractors and agents to carry out emergency response work to the common property and within a strata lot, even if the loss or damage appears to be uninsured or below the relevant insurance deductible.
- (7) Owners or tenants must reimburse the Strata Corporation for any emergency response, repairs and cleanup costs incurred by the Strata Corporation, plus any losses or damages to the owner's or tenant's strata lot, another strata lot, the common property, the limited common property or the contents of same, if:
- (a) that owner or tenant is responsible for the loss or damage; or
  - (b) if the loss or damage arises out of or is caused by or results from an act, omission, negligence or carelessness of:
    - (i) that owner or tenant; or,
    - (ii) any member of the owner's or tenant's:
      - (1) family; or,
      - (2) pet(s); or,
      - (3) guests, employees, contractors, agents, tenants, volunteers, or

their pets,

- (c) but only to the extent that such expense is not, or would not, be met by the proceeds received from any applicable insurance policy, excluding the insurance deductible which is the responsibility of the owner or tenant.
- (8) Without restricting the generality of the foregoing, an owner or tenant is responsible for:
- (a) any water escape damage from that owner's or tenant's strata lot or any other type of damage caused by or arising out of the operation of any appliance, equipment located in or fixture which forms a part of the owner's or tenant's strata lot;
  - (b) any damage arising out of any Alteration or addition to the strata lot, the limited common property or the common property installed by that owner or a prior owner or tenant of that strata lot;
  - (c) any damage to property that an owner or tenant is required to repair or maintain;
  - (d) any damage due to an owner, tenant or occupant not ensuring that their strata lot interior is maintained at a minimum temperature of 10 degrees centigrade, year round; and,
  - (e) any damage due to a water pipe leak or any other loss or damage whatsoever that the strata council reasonably determines resulted from or is contributed to by an owner's, tenant's or occupant's failure to comply with these bylaws.
- (9) An owner or tenant shall indemnify and save harmless the Strata Corporation from any cost or expense for repair, maintenance or replacement to the strata lot, common property or limited common property, including legal costs as between a solicitor and his own client, that the owner or tenant is responsible for, but only to the extent that such expense or cost is not reimbursed from the proceeds received by operation of any insurance policy. In such circumstances, any insurance deductible paid or payable shall be considered an expense not covered by the proceeds received by the Strata Corporation as insurance coverage and for purposes of this bylaw will be charged to the owner or tenant.
- (10) For purposes of this bylaw, the lesser of the amount of the damages or the insurance deductible plus any uninsured repair costs, emergency response costs, and related legal costs may be charged to the owner or tenant and will become due and payable as part of that strata lot's monthly assessment on the first of the month following the date on which the expense was incurred.
- (11) For greater certainty, an owner or tenant is responsible to pay amounts due under this bylaw even if:
- (a) that owner or tenant is not negligent and such responsibility shall be construed as a strict liability standard for purposes of payment of the insurance deductible pursuant to section 158(2) of the Act; and
  - (b) the loss or damage is covered by the Strata Corporation's insurance but the Strata Corporation does not make a claim against its insurance.

- (12) Owners and tenants acknowledge that they must obtain and maintain an insurance policy to cover:
  - (a) loss or damage to the owner's or tenant's strata lot and the fixtures referred to in section 149 (1) (d) of the Act:
    - (i) against perils that are not insured by the strata corporation, and
    - (ii) for amounts that are in excess of amounts insured by the strata corporation;
  - (b) for fixtures in the owner's strata lot, other than the fixtures referred to in section 149 (1) (d) of the Act;
  - (c) for improvements and alterations to fixtures referred to in section 149 (1) (d) of the Act;
  - (d) loss of rental value of the owner's strata lot in excess of insurance obtained and maintained by the strata corporation;
  - (e) liability for property damage and bodily injury, whether occurring on the owner's strata lot or on the common property in the minimum amount of \$2,000,000; and
  - (f) losses from water escape and rupture
- (13) Owners and tenants must provide a copy of their insurance policy to the Strata Corporation within 7 days of the receipt of a request from the Strata Corporation for production of the same.
- (14) Owners and tenants must report any accident or failure of any water pipes, toilets, drains, electric wires or apparatus, or other fittings or fixtures in any strata lot or in any part of the common property immediately upon discovery to the council or the property manager.
- (15) Owners, occupants, and tenants may not claim any compensation from the Strata Corporation for any un-insured, loss or damage, or loss or damage where the total such loss and damage amounted to less than the relevant insurance deductible, to the property or person of the owner arising from any failure of the common property or any part of a strata lot that the Strata Corporation must repair and maintain, unless such loss or damage resulted from the negligent act or omission on the part of the Strata Corporation, its employees or agent.

**Resolution:**

**BE IT RESOLVED BY A  $\frac{3}{4}$  VOTE OF THE OWNERS STRATA PLAN VIS2907 THAT THE STRATA CORPORATION AMEND IT'S BYLAWS BY REPLACING SECTION 3(4) IN ITS ENTIRETY WITH THE FOLLOWING BYLAW:**

3. (4) Flooring Requirements
  - (2) An owner, occupant or tenant of a strata lot who wishes to remove, replace, change, alter or install any flooring in a strata lot must:
    - (a) prior to removing the existing flooring or installing new flooring:

- (i) apply to the council in writing;
    - (ii) provide the Council with the specifications of the proposed flooring;
    - (iii) obtain the Council's written consent to proceed with the alteration to the flooring;
  - (b) Specifications for flooring and underlay must reach a combined minimum AIIIC of 60 for soundproofing.
  - (c) ensure that altered flooring (other than carpeting) in areas other than bathrooms, laundry rooms and front door entrances:
    - (i) uses a high quality acoustic underlayment that is a minimum of 9.5 mm ( $\frac{3}{8}$ " ) thick between the altered flooring and subfloor/slab;
    - (ii) has a 3-6 mm ( $\frac{1}{8}$ " –  $\frac{1}{4}$ " ) gap between flooring and walls, to be filled with either underlay material or non-hardening acoustic caulking
    - (iii) has a minimum 3 mm ( $\frac{1}{8}$ " ) gap between bottom of baseboards and top of flooring;
    - (iv) is not rigidly attached to structure; and,
  - (d) allow the Council to enter into the strata lot to verify the installation of the underlay before it is covered by the flooring.
- (3) In the event the Strata Corporation receives noise complaints from neighbors of a strata where the flooring has been altered after the adoption of this bylaw ("altered flooring"), the Council may require the owner of the Strata Lot with the altered flooring to:
  - (a) take all reasonable steps to reduce noise transmission including but not limited to: installing area rugs in high traffic areas, avoid walking with hard soled shoes, install felt pads on furniture legs; and
  - (b) permit the Strata Corporation, its council members, agents and employees, entry to the strata lot for the purpose of carrying out sound testing to determine the AIIIC ratings of the altered flooring.
- (4) In the event that the AIIIC ratings of the altered flooring is:
  - (a) higher than the standards set out in subsection (1)(b), then the Strata Corporation will equally share the cost of testing the altered flooring with the owner of the strata lot who has submitted the noise complaints.
  - (b) lower than the standards set out in subsection (1)(b), then the Strata Corporation may require the owner of the Strata Lot with the altered flooring to:
    - (i) pay for the cost of testing the flooring;
    - (ii) take the actions set out in subsection (2)(a);



- (iii) cover the flooring with carpeting; and / or;
- (iv) remove the flooring and replace it with flooring that conforms with the bylaws.

A revised set of bylaws, incorporating these amendments, is attached.



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Signature of Council Member



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Signature of Second Council Member

Date: 11-AUG-2021

Supplied to StrataDocs 2021/08/24  
Ordered by Troy Petersen 2023/02/09

**STRATA PLAN VIS2907, THE AVENUE  
1501 RICHMOND AVENUE  
BYLAWS**

**DUTIES OF OWNER**

**1. PAYMENT OF STRATA FEES**

1. An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
2. If an owner is late in paying his or her strata fees, the owner must pay to the Strata Corporation fines as outlined in these bylaws under section 38.

**2. REPAIR AND MAINTENANCE OF PROPERTY BY OWNER**

- (1) An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the Strata Corporation under these bylaws.
- (2) An owner who has the use of limited common property must repair and maintain it, except for repair and maintenance that is the responsibility of the Strata Corporation under these bylaws.
- (3) An owner shall:
  1. An owner, tenant, occupant, or visitor must allow a person authorized by the Strata Corporation to enter the strata lot in an emergency, without notice, to ensure safety or prevent significant loss or damage, and
    - (a) at a reasonable time, on 48 hours' written notice,
      - (i) to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the Strata Corporation to repair and maintain under these bylaws or insure under the Act; and
      - (ii) to ensure compliance with the Act and these bylaws.
    - (b) The notice referred to in subsection 2.(3)(1) must include the date and approximate time of entry, and the reason for entry.
- (4) Promptly carry out all work that may be ordered by any competent public or local authority in respect of his/her strata lot and pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of his/her strata lot.
- (5) Repair and maintain his/her strata lot, and keep them in a state of good repair, reasonable wear and tear and damage by fire, storm, tempest or act of God excepted.
- (6) The Strata Corporation shall be responsible exterior windows and for the repair and maintenance of balcony railings. The Strata Corporation will be responsible for the structure of the balcony decks; the owner will be responsible for the surfacing.
- (7) Use and enjoy the common property, common facilities, or other assets of the Strata Corporation in a manner that will not unreasonably interfere with their use and enjoyment by other owners, their families or visitors.

- (8) Within 2 weeks of becoming an owner, an owner must inform the Strata Corporation of the owner's name, strata lot number and mailing address outside the strata plan if any
- (9) Be required to leave a key with a neighbor or local relative or friend for the purpose of emergency access to their strata lot. Inform the property manager in writing of the name and telephone number(s) of said relative or friend. The key must only be utilized in the presence of (1) member of council and the property manager, or (2) members of the Strata Council. In each case where the key is utilized, a written report shall be delivered to the owner or his/her agent within twenty-four (24) hours of its use. In the event of an emergency, the council or its authorized agent will enter the premises by force if required. Damages in these circumstances will be at the expense of the individual strata lot owner.
- (10) Owners must:
  - (a) ensure that their hot water tank is in proper operating condition at all times;
  - (b) replace the tank within 8 years from the date of its installation, or such longer period as warranted by the manufacturer; and
  - (c) within 7 days of receipt of a written request from the Strata Corporation, provide proof to the Strata Corporation of:
    - (i) the date of the installation of their hot water tank and their hot water tank's warranty period if such warranty period is longer than 8 years; or
    - (ii) the replacement of the hot water tank in accordance with subsection (10)(b).
- (11) If an owner fails or refuses to:
  - (a) replace their hot water tank within 8 years from the date of its installation, or such longer period as warranted by the manufacturer, contrary to subsection (10)(b); or
  - (b) provide proof of:
    - (i) the date of the installation of their hot water tank and their hot water tank's warranty period if such warranty period is longer than 8 years contrary to subsection (10)(c)(i); or
    - (ii) the replacement of the hot water tank contrary to subsection (10)(c)(ii)then:
  - (c) the Strata Corporation may enter onto the strata lot on seven (7) days notice and replace the hot water tank and charge any related costs and expenses back to the owner, including legal costs on a full indemnity basis.

### **3. OBTAIN APPROVAL BEFORE ALTERING A STRATA LOT**

- (1) An owner must obtain the written approval of the Strata Corporation before making an alteration to a strata lot that involves any of the following:
  - (a) the structure of a building;
  - (b) the exterior of a building;
  - (c) chimneys, stairs, balconies or other things attached to the exterior of a building;

- (d) doors, windows or skylights (including the casings, the frames and the sills of such doors, windows and skylights) on the exterior of a building, or that front on the common property (i.e. including, for example, adding security devices to the entrance door to a strata lot);
  - (e) fences, railings or similar structures that enclose a patio, balcony or yard;
  - (f) common property located within the boundaries of a strata lot;
  - (g) those parts of the strata lot which the Strata Corporation must insure under section 149 of the Act.
- (2) The Strata Corporation must not unreasonably withhold its approval under subsection (1), but may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.
- (3) An owner, tenant, or occupant must not do any act, nor alter a strata lot, in any manner, which in the opinion of the council will alter the exterior appearance of the building.
- (4) Flooring Requirements
- (2) An owner, occupant or tenant of a strata lot who wishes to remove, replace, change, alter or install any flooring in a strata lot must:
- (a) prior to removing the existing flooring or installing new flooring:
    - (i) apply to the council in writing;
    - (ii) provide the Council with the specifications of the proposed flooring;
    - (iii) obtain the Council's written consent to proceed with the alteration to the flooring;
  - (b) Specifications for flooring and underlay must reach a combined minimum AIC of 60 for soundproofing.
  - (c) ensure that altered flooring (other than carpeting) in areas other than bathrooms, laundry rooms and front door entrances:
    - (i) uses a high quality acoustic underlayment that is a minimum of 9.5 mm ( $\frac{3}{8}$ " ) thick between the altered flooring and subfloor/slab;
    - (ii) has a 3-6 mm ( $\frac{1}{8}$ " –  $\frac{1}{4}$ " ) gap between flooring and walls, to be filled with either underlay material or non-hardening acoustic caulking
    - (iii) has a minimum 3 mm ( $\frac{1}{8}$ " ) gap between bottom of baseboards and top of flooring;
    - (iv) is not rigidly attached to structure; and,
  - (d) allow the Council to enter into the strata lot to verify the installation of the underlay before it is covered by the flooring.
- (3) In the event the Strata Corporation receives noise complaints from neighbors of a strata where the flooring has been altered after the adoption of this bylaw ("altered flooring"), the Council may require the owner of the Strata Lot with the altered flooring to:

- (a) take all reasonable steps to reduce noise transmission including but not limited to: installing area rugs in high traffic areas, avoid walking with hard soled shoes, install felt pads on furniture legs; and
  - (b) permit the Strata Corporation, its council members, agents and employees, entry to the strata lot for the purpose of carrying out sound testing to determine the AIIIC ratings of the altered flooring.
- (4) In the event that the AIIIC ratings of the altered flooring is:
- (a) higher than the standards set out in subsection (1)(b), then the Strata Corporation will equally share the cost of testing the altered flooring with the owner of the strata lot who has submitted the noise complaints.
  - (b) lower than the standards set out in subsection (1)(b), then the Strata Corporation may require the owner of the Strata Lot with the altered flooring to:
    - (i) pay for the cost of testing the flooring;
    - (ii) take the actions set out in subsection (2)(a);
    - (iii) cover the flooring with carpeting; and / or;
    - (iv) remove the flooring and replace it with flooring that conforms with the bylaws.
- (5) Where an owner does alterations to the common property or to the limited common property, that strata owner will be solely responsible for any damage to and subsequent repair of the common property or limited common property and for any and all legal costs incurred by the Strata Corporation in collecting the cost of repairs on a solicitor and own client basis.

#### **4. REPAIR AND MAINTENANCE OF PROPERTY BY THE STRATA CORPORATION**

The Strata Corporation must repair and maintain all of the following:

- (1) common assets of the Strata Corporation;
- (2) common property that has not been designated as limited common property;
- (3) limited common property, but the duty to repair and maintain it is restricted to:
  - (a) repair and maintenance that in the ordinary course of events occurs less often than once a year, and
    - (i) the following, no matter how often the repair or maintenance ordinarily occurs:
      - (A) the structure of a building;
      - (B) the exterior of a building;
      - (C) chimneys, stairs, balconies, and other things attached to the exterior of a building;
      - (D) doors, windows and skylights (including the casings, the frames and the sills of such windows and skylights but excluding the

thermoseals where the windows are of double-glazed construction) on the exterior of a building or that front on the common property, and

(E) fences, railings and similar structures that enclose patios, balconies and yards;

(b) a strata lot in a strata plan that is not a bare land strata plan, but the duty to repair and maintain it is restricted to:

- i. the structure of the building
- ii. the exterior of the building
- iii. chimneys, stairs, balconies and other things attached to the exterior of the building
- iv. doors, windows and skylights (including the casings, the frames and the sills of such windows and skylights but excluding the thermoseals where the windows are of double glazed construction) on the exterior of a building or that front on the common property, and
- v. fences, railings and similar structures that enclose patios, balconies and yards

#### **5. STRATA COUNCIL**

- (1) Where a strata lot is owned by more than one person, only one of the strata lot shall be a member of the council at any one time.
- (2) Persons permitted on Council shall consist of the following:
  - (a) Owners;
  - (b) A spouse, including a common law spouse of an owner.

#### **6. COUNCIL MEMBERS' TERMS**

- (1) The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.
- (2) A person whose term as a council member is ending is eligible for reelection
- (3) In the election of council members held at the first annual general meeting after the passage of these bylaws, all council members must be elected for a term of one year.

#### **7. REMOVING COUNCIL MEMBER**

- (1) The Strata Corporation may, by a majority vote at any general meeting or special general meeting remove (without cause) a member of the council before expiry of his/her term of office and appoint another owner in his/her place, to hold office until the end of his/her term.
- (2) After removing a council member, the Strata Corporation must hold an election at the same annual or special general meeting to replace the council member for the remainder of the term.
- (3) No person shall stand for council or continue to be on council with respect to a strata lot

if the Strata Corporation is entitled to register a lien against that strata lot under section 116 of the Act.

**8. REPLACING COUNCIL MEMBER**

- (1) If a council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.
- (2) A replacement council member may be appointed from any person eligible to sit on the council.
- (3) The council may appoint a council member under this section even if the absence of the member being replaced leaves the council without a quorum.
- (4) If all the members of the council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the Strata Corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

**9. QUORUM OF COUNCIL**

- (1) A quorum of the council is
  - (a) 2, if the council consists of 2,3, or 4 members,
  - (b) 3, if the council consists of 5 or 6 members, and
  - (c) 4, if the council consists of 7 members.
- (2) Council members must be present in person at the council meeting to be counted in establishing quorum.

**10. OFFICERS**

- (1) At the first meeting of the council held after each annual general meeting of the Strata Corporation, the council must elect, from among its members, a president, a vice president, a secretary and a treasurer.
- (2) A person may hold more than one office at a time, other than the offices of president and vice president.
- (3) The vice president has the powers and duties of the president.
  - (a) while the president is absent or is unwilling or unable to act, or
  - (b) for the remainder of the president's term if the president ceases to hold office.
- (4) If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

**11. CALLING COUNCIL MEETINGS**

- (1) Any council member may call a council meeting by giving the other council members at least one week's notice of the meeting, specifying the reason for calling the meeting.
- (2) The notice does not have to be in writing.

- (3) A council meeting may be held on less than one week's notice if
  - (a) all council members consent in advance of the meeting, or
  - (b) the meeting is required to deal with an emergency situation, and all council members either
    - (i) consent in advance of the meeting, or
    - (ii) are unavailable to provide consent after reasonable attempts to contact them.
- (4) The council must inform owners about a council meeting *as soon as feasible* after the meeting has been called.

**12. COUNCIL MEETINGS**

- (1) At the option of the council, council meetings may be held by electronic means, including conference calls, so long as all council members and other participants can communicate with each other.
- (2) If a council meeting is held by electronic means, council members are deemed to be present in person.

**13. VOTING AT COUNCIL MEETINGS**

- (1) At council meetings, decisions must be made by a majority of council members present in person at the meeting.
- (2) If there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote (listing numbers in favor and opposed).
- (3) The results of all votes at a council meeting must be recorded in the council meeting minutes.

**14. DELEGATION OF COUNCIL'S POWERS AND DUTIES**

- (1) Subject to subsections (2) to (4), the council may delegate some or all of its powers and duties to one or more council members or persons who are not members of the council and may revoke the delegation.
- (2) The council may delegate its spending powers or duties, but only by a resolution that
  - (a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or
  - (b) delegates the general authority to make expenditures in accordance with subsection (3).
- (3) A delegation of a general authority to make expenditures must
  - (a) set a maximum amount that may be spent, and
  - (b) to indicate the purposes for which, or the conditions under which, the money may be spent.
- (4) The council may not delegate its powers to determine, based on the facts of a particular case,



- (a) whether a person has contravened a bylaw or rule,
- (b) whether a person should be fined, and the amount of the fine, or
- (c) whether a person should be denied access to a recreational facility.

**15. SPENDING RESTRICTIONS**

- (1) A person may not spend the Strata Corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.
- (2) Despite subsection (1), a council member may spend the Strata Corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

**16. LIMITING EXPENDITURES OF COUNCIL**

- (1) Unless otherwise authorized by a bylaw, a Strata Council shall not, except in emergencies, authorize, (without authorization by a ¾ vote of the Strata Corporation), an expenditure exceeding \$2000.00 which was not set out in the annual budget of the corporation and approved by the owners at a general meeting.
- (2) Subject to subsection (3) below, if a proposed expenditure has not been approved in the budget or at an annual or special general meeting, the Strata Corporation may only make such expenditure out of the operating fund if the expenditure, together with all other unapproved expenditures, whether of the same type or not, that were made pursuant to this subsection (1) in the same fiscal year, is less than \$2000.00
- (3) If the Strata Corporation makes an expenditure under subsection (1) above, the Strata Corporation must inform owners as soon as feasible about any expenditure of more than \$2000.00 on any single item.
- (4) Notwithstanding subsection (1) above, the Strata Corporation can make an expenditure out of either the operating fund or the contingency reserve fund if there are reasonable grounds to believe that an immediate expenditure is necessary to ensure safety or to prevent significant loss or damage, whether physical, financial or otherwise.

**17. LIMITATION ON LIABILITY OF COUNCIL MEMBER**

- (1) A council member who acts honestly in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the council.
- (2) Subsection (1) does not affect a council member's liability, as an owner, for a judgment against the Strata Corporation.
- (3) The Strata Corporation shall, at the discretion of the council obtain and maintain in force Director's Liability Insurance for members of the council indemnifying the said members of council from any claim against them for damages arising as a result of any act taken by the said council or member of council in good faith in accordance with sub-paragraph 3 and 4 above. The cost of such insurance and any legal costs shall be deemed to be part of the common expenses of the Strata Corporation and shall form part of the annual budget.

**ANNUAL AND SPECIAL GENERAL MEETINGS**

## 18. PERSON TO CHAIR MEETING

- (1) Annual and Special general meetings must be chaired by the president of the council.
- (2) If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.
- (3) If neither the president nor the vice president of the council chairs the meeting, a chair must be elected by the eligible voters in person or by proxy from among those persons who are present at the meeting.

### Electronic General Meetings

- 18.1**
- (1) The Strata Corporation may hold annual or special general meetings, including special general meetings demanded by 20% of the strata lot owners' votes pursuant to section 43 of the *Strata Property Act* (the *Act*), by electronic means including by telephone conference call, video conferencing or any other electronic means, so long as all authorized participants and eligible voters may communicate with each other during the meeting either through an electronic platform or teleconference, referred to herein as an "electronic meeting").
    - (a) An 'authorized participant' means an agent of the strata corporation, legal counsel, insurance agent, or any other person authorized by the *Strata Property Act*, bylaws or Strata Council to attend prior to the meeting.
  - (2) **Notice of Electronic Meetings:** The Corporation must specify the following in the notice of the electronic general meeting:
    - (b) the electronic means by which it intends to hold the electronic meeting;
    - (c) how voters may attend the electronic meeting; and,
    - (d) how votes may be cast at the electronic meeting.
  - (3) **Attendance at Electronic Meetings:**
    - (a) Eligible voters may only attend an electronic meeting by proxy or in person in the other manner or manners specified in the notice of meeting.
    - (b) If an eligible voter attends an electronic meeting in the manner specified in the notice of meeting, then such voter is deemed to be present in person.
    - (c) Eligible voters who wish to attend an electronic meeting by proxy must deliver a copy of their proxy to Council at least 48 hours before the meeting's start.
    - (d) Eligible voters attending an electronic meeting in person by electronic means acknowledge and accept that the risks associated with such attendance including but not limited to:
      - i. a loss of privacy;
      - ii. connection and/or other technological problems;
      - iii. an inability to participate in discussions; and
      - iv. an inability to vote.
    - (e) Eligible voters who attend an electronic meeting are responsible for the manner or manners in which they attend, and the Corporation is not responsible for the

quality or consistency of their connection or their inability to connect or maintain connection.

- (f) The council will keep a register and tally of eligible voters attending in person and by proxy and update it as the meeting progresses.
- (g) If an eligible voter loses their connection to the meeting:
  - a. their vote will not be counted towards quorum for any period that they are absent from the meeting; and
  - b. the meeting will continue in their absence unless their absence results in a loss of quorum.

**(4) Registration and Voting at Electronic General Meetings:**

- (a) At an electronic meeting, registration, verification of proxies, participation, and quorum of eligible voters in person or by proxy must be confirmed by the chair at the beginning of the meeting by calling the roll or any other method that confirms eligible voters present in person or by proxy.
- (b) Attendees and voters at the electronic meeting must provide proof of their identity if requested to do so by the Council.
- (c) Quorum will be determined by the number of eligible voters attending in person by the specified manner or manners or by proxy.
- (d) The Council will keep a register and tally of eligible voters attending in person and by proxy and update it as the meeting progresses.
- (e) If an eligible voter loses their connection to the meeting:
  - i. their vote will not be counted towards quorum for any period that they are absent from the meeting; and
  - ii. the meeting will continue in their absence unless their absence results in a loss of quorum.
- (f) Notwithstanding any other bylaw, a vote may not be conducted by secret ballot at an electronic annual or special general meeting.
- (g) The votes on a resolution at an electronic meeting may be cast by eligible voters using any one of the following voting methods:
  - i. email to a designated email address during a designated voting window;
  - ii. show of voting cards if visual electronic communication is available;
  - iii. call of the roll;
  - iv. hand delivery of the ballots to a designated location;
  - v. any other electronic method that identifies votes of eligible voters.
- (h) After the chair of the meeting determines that all votes have been cast the chair will announce the outcome of the vote for each resolution including the total number of votes cast, the number of votes in favor and against, and whether the resolution was approved or defeated; and the outcome of the vote must be

recorded in the minutes of the meeting.

- (i) The corporation must keep all ballots and proxies for an electronic annual or special general meeting for a period of two (2) years, or as otherwise determined by the eligible voters by majority vote, after which they will be destroyed.

**(5) Recording of Electronic Meetings:** Audio and/or visual recording of an electronic meeting, in part or in whole:

- (a) is permitted by the Council or it's designated agent for the purpose of facilitating accurate development of meeting minutes and confirming voting results post-meeting:
- (b) is permitted by an owner, occupant, or tenant only if such owner, occupant or tenant, first obtains the express permission of the voters by a majority vote
- (c) made by the Council must be retained/stored until the day after the next annual or special general meeting at which minutes of the previously recorded general meeting have been adopted/approved by owners; and
- (d) that are not made by the Council or authorized by a majority vote of the owners at the meeting, shall be deemed to be invalid and inaccurate.

**(6) Application of other bylaws and conflict:**

- (a) Subject to subsection 40.6 (b), all other bylaws pertaining to the calling and holding of general meetings continue to apply.
  - (i) Where a conflict exists between a section or subsection of this bylaw and any other bylaw, the provisions of this bylaw take precedence over the other bylaw.

**19. VOTING**

- (1) At an annual or special general meeting, voting cards must be issued to eligible voters.
- (2) At an annual or special general meeting, a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.
- (3) If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
- (4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
- (5) If there is a tie vote at an Annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president may break the tie by casting a second, deciding vote.
- (6) Despite anything in this section, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.
- (7) An owner who is otherwise an eligible voter may not exercise his or her vote for a strata lot, except on matters requiring a unanimous vote, if the Strata Corporation is entitled to register a lien under Section 116 of the Act against that strata lot.

**20. ORDER OF BUSINESS**

- (1) The order of business at annual or special general meetings is as follows:
- (a) certify proxies and corporate representatives and issue voting cards;
  - (b) determine that there is a quorum;
  - (c) elect a person to chair the meeting, if necessary;
  - (d) present to the meeting proof of notice of meeting or waiver of notice;
  - (e) approve the agenda;
  - (f) approve minutes from the last annual or special general meeting;
  - (g) deal with unfinished business;
  - (h) receive reports of council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;
  - (i) ratify any new rules made by the Strata Corporation under section 125 of the Act;
  - (j) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting.
  - (k) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting.
  - (l) deal with new business, including any matters about which notice has been given under section 45 of the Act;
  - (m) elect a council, if the meeting is an annual general meeting;
  - (n) terminate the meeting.

**21. USE OF PROPERTY AND PROHIBITIONS**

An owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in a way that

- (a) causes a nuisance or hazard to another person,
  - (b) causes unreasonable noise,
  - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,
  - (d) is illegal, or injurious to the reputation of the development; or
  - (e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan. In the case of a residential strata plan an owner, tenant, occupant or visitor shall not conduct any business in the strata lot other than that which can be conducted over the telephone or cable lines. It being the intent that strata lots are to be used for residential purposes only notwithstanding that such business or use may be permitted under any Municipal Home Occupation Bylaw 18.
- (1) An owner, tenant, occupant or visitor must not cause damage, other than reasonable

wear and tear, to the common property, common assets or those parts of a strata lot which the Strata Corporation must repair and maintain under these bylaws or insure under section 149 of the Act.

- (2) An owner, tenant or occupant must not:
- (a) use a strata lot for any purpose which involves undue traffic or noise in or about the strata lot or common property between the hours of 10:30 p.m. and 7:00 a.m. or that encourages loitering by persons in or about the strata lot or common property;
  - (b) make, cause or produce undue noise, smell, vibration or glare in or about any strata lot or common property or do anything which will interfere unreasonably with any other owner, tenant or occupant;
  - (c) use any musical instrument, amplifier, sound reproduction equipment or other device within or about any strata lot, the common property or any limited common property such that it causes a disturbance or interferes with the comfort of any other owner, tenant or occupant;
  - (d) obstruct or use the sidewalks, walkways, passages and driveways of the common property for any purpose other than ingress or egress from the strata lots or parking areas within the common property of the strata plan;
  - (e) leave on the common property or any limited common property, any shopping cart or any other item designated from time to time by the Strata Council;
  - (f) shake any mops or dusters of any kind, nor throw any refuse, out of the windows or doors or from the balcony of a strata lot or shake out any table cloths or dust cloths;
  - (g) do anything that will increase the risk of fire or the rate of insurance on the building or any part thereof; overload any electrical services or undertake any action or permit anything to be done which would increase the risk of fire or the rate of fire insurance premiums on the development, or breach any appropriate rule, ordinance or bylaw of any municipal, provincial or federal regulatory agency with respect to safety;
  - (h) permit a condition to exist within a strata lot which will result in the waste or excessive consumption of the building's domestic water supply or heated water;
  - (i) allow a strata lot to become unsanitary or a source of odour; accumulate or store any garbage or refuse, or otherwise allow his/her strata lot or adjacent areas to be untidy;
  - (j) feed pigeons, gulls or other birds, squirrels, rodents or other animals from a strata lot or anywhere on or in close proximity to the common property or any limited common property, but this shall not apply to a pet permitted to be kept in a strata lot pursuant to these bylaws and the rules made hereunder, which pet shall be fed only in a strata lot hummingbirds excepted;
  - (k) install any window coverings, visible from the exterior of his/her strata lot, which are different in size or colour from those of the original building specifications. In no case shall an owner cover any window with aluminium foil, paper, plastic or

other similar item (excluding solar film as approved by Council). Nor shall an owner paint any exterior doors or balcony exteriors or balcony railing any colour not approved by the Strata Council or make other modifications to any exterior doors or install any railing, awning, antenna or similar matter on any balcony or patio without the written consent of the Strata Council. The purpose of this bylaw is to ensure some degree of uniformity throughout the development;

- (l) hang or display any laundry, washing, clothing, bedding or other articles from windows, balconies or other parts of the building so that they are visible from the outside (exterior) of the building;
- (m) use or install in or about a strata lot any shades, awnings, window or balcony guards or screens, ventilators, supplementary heating, air conditioning devices, except those installations approved in writing by the council;
- (n) erect on or fasten to the strata lot, the common property or any limited common property any television, radio or satellite antenna or similar structure or appurtenance thereto; or any other electronic signal receiving or transmitting device anywhere on the common property or on or about an owner's individual strata lot except for a compact satellite dish within a strata lot but not on the balcony, patio or deck of a strata lot;
- (o) Signage:
  - i. place any signs, billboards, notices or other advertising matter of any kind on, or visible from, the exterior of a strata lot, or any portion thereof or on the common property of limited common property without the written consent of the Strata Council;
  - ii. permit "For Sale" signs to be placed on or about the common property except on the signage board located adjacent to the entrance to the building which is designated for such purpose
  - iii. an owner or his/her agent shall be permitted to display "Open House" signs at the front entrance and on the common property
- (p) an owner of a strata lot, when selling a strata lot, will not hold or permit to be held, any public open house except in the manner prescribed by Council. One open house for agents will be allowed per listing. Unless the Council otherwise prescribes, all showings must be by appointment only.
- (q) place any indoor-outdoor carpeting on any deck, patio or balcony, or place any items on any deck, patio or the balcony any trunks, freezers, bicycles, motorcycles, goods, chattels, firewood or other material of any kind except free-standing, self-contained planter boxes, barbecues, summer furniture and accessories nor install any hanging plants from the balcony roof or other hanging items within three feet of a balcony railing line, inward facing planter boxes excepted;
- (r) give any keys, combinations, security cards or other means of access to the building, the parking garage or common areas to any person other than an employee, contractor, occupant or guest of the strata lot permitted by these bylaws. Permit access into the building and grounds by any peddlers, solicitors,

- delivery personnel and sales representatives, except under such conditions as may be determined by the Strata Council;
- (s) hang or place or cause to be hung or placed on or in the common property any picture, painting, form of decoration, objects d'art or piece of furniture without the written permission of the Strata Council;
  - (t) the owners of ground floor units with patios shall not cross the lawn and garden parts of the common property for the purposes of entering and leaving their strata units;
  - (u) obstruct the sidewalks, passages, common halls, stairways, elevator and lobbied or allow them to be used for any purpose other than for the ingress and egress to and from the common property and the strata lot therein;
  - (v) allow bicycles, mopeds, motorcycles, golf carts and other similar articles to stand in any common halls, passageways, stairways, vestibules or other common areas or on common property;
  - (w) park passenger automobiles or permit passenger automobiles to be parked on the common property except in the designated or assigned parking spaces or permit any motor vehicle, trailer, boat, camper or other equipment of any kind to be parked on the common property other than in designated area without written permission of the Strata Council;
  - (x) permit access to the building and grounds by any peddlers, solicitors, delivery personnel and sales representatives except under such conditions as may be determined by the Strata Council;
  - (y) install or allow to be installed, Realtor lock boxes anywhere on the common property.
- (3) When the purpose for which a strata lot is intended to be used as shown expressly or be necessary implication on or by the registered strata plan, an owner shall not use his/her strata lot for any other purpose, or permit it to be so used.
- (5) Owners, occupants and tenants must not cause or permit their real estate agents to affix lock boxes to the common property or the exterior of a strata lot.
- (6) Notwithstanding bylaws 21(2)(r) and 21(5) the Strata Corporation may cause or permit the Victoria Real Estate Board to install The Secure Strata Key Box Housing unit on the common property in a location to be determined by the Strata Council in its sole discretion.

## **22. OBTAIN APPROVAL BEFORE ALTERING COMMON PROPERTY**

- (1) An owner must obtain the written approval of the Strata Corporation before making an alteration to common property, including limited common property, or common assets.
- (2) The Strata Corporation may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration and to provide, at the request of the Strata Corporation, evidence of appropriate insurance coverage relating to the alteration.

## **23. ADULT OCCUPANCY AND RESIDENCY RESTRICTIONS**



- (1) Subject to the regulations contained in the Strata Property Act, no person under the age of nineteen (19) years shall be permitted to ordinarily reside in any strata lot.
- (2) In no case shall a one (1) bedroom strata lot be occupied by more than two (2) persons, nor a two (2) bedroom strata lot be occupied by more than three (3) persons, or a three or more bedroom unit be occupied by more than four (4) persons who are permanent residents.

**24. RENTAL RESTRICTIONS**

Pursuant to section 141(2) of the Strata Property Act, the Strata Corporation may restrict or limit the number of strata lots which may be leased or rented, and for the purposes of interpretation of this bylaw the following shall be deemed to be a lease or rental:

- (1) *The maximum number of units that may be rented in 5.*
  - (1.1) For the purposes of this bylaw, the term “rented” includes letting, leasing and licensing of a strata lot.
  - (1.2) Pursuant to section 141(2)(b)(ii) of the *Strata Property Act*, the minimum period of time that a strata lot, or room in, or portion of a strata lot may be rented, or leased is **ONE (1) MONTH**.
  - (1.3) Despite section 1 of this bylaw, owners may rent, lease, let, or license their strata lots for one period of between one and six months in any calendar year.
- (2) An owner wishing to rent or lease a strata lot must apply in writing to the strata council for permission to rent or lease.
- (3) The council will keep a list of owners who wish to rent their strata lot and the priority of their application. If the number of strata lots rented or leased at the time an owner applies for permission to lease has reached the limit stated in subsection (1.1), excluding exempt strata lots pursuant to ss. 142, 143 and 144 of the *Strata Property Act*, the council must refuse permission and notify the owner in writing, as soon as possible stating that the limit has been reached or exceeded and place the owner of the strata lot on a waiting list to be administered by the council. The council shall grant approvals on a first come basis in the order of the date such applications are received by the council. An owner whose permission to rent or lease has terminated in accordance with subsection (6) below and who wishes to reapply for permission shall be placed at the back of the waiting list and the first owner on the waiting list shall then be granted permission to rent.
- (5) An owner who has received permission to rent or lease a strata lot must exercise the permission within TWO (2) months from the date that the strata council granted the permission, otherwise the permission expires. During the TWO (2) months immediately following the grant of permission, the strata lot will be deemed leased or rented for the purposes of the limit stated in subsection (1.1).
- (6) Once an owner has received and exercised permission to rent or lease their strata lot, that owner, or a subsequent owner of the strata lot may continue to lease his or her strata lot until the earlier of:
  - (a) the date the Owner, or a Family Member of the Owner moves into and resides in the strata lot;
  - (b) the date the strata lot is conveyed to an Owner occupier of the strata lot;

- (c) in the event the strata lot is sold subject to an existing tenancy; the date the tenancy agreement between the new owner and the existing tenant at the time of sale is determined, terminated or expires; or
  - (d) the permission to rent terminates pursuant to subsection (5) above.
- (7) An owner shall not permit their tenants to sublet their strata lot.
- (8) This rental restriction bylaw does not apply to prevent the rental or lease of a strata lot to an Owner's Family Members;
- (a) For the purposes of this bylaw Family Member has the meaning set out in the *Strata Property Act* and *Strata Property Regulations*, namely:
    - (i) "Family" or "Family Member" means a spouse of the owner, a parent or child of the owner, or a parent or child of the spouse of the owner.
    - (ii) "Spouse of the Owner" includes an individual who has lived and cohabited with the owner, for a period of at least 2 years at the relevant time, in a marriage-like relationship, including a marriage-like relationship between persons of the same gender.
- (9) An owner who wishes to lease or rent his Strata Lot pursuant to a hardship exemption pursuant to section 144 of the *Strata Property Act* shall:
- (a) Apply in writing to the Strata Corporation for permission to lease or rent pursuant to a hardship exemption and the application shall include the following:
    - (i) the reason the owner thinks an exemption should be made and whether the owner wishes a hearing;
    - (ii) proposed term of the lease or rental, including the commencement date as well as the termination date, if any, of the lease or rental; and,
    - (iii) any other information or documents shall be provided as may reasonably be requested by the Strata Council;
  - (b) If the owner requests a hearing, then the Strata Corporation shall:
    - (i) hear the owner or the owner's agent within FOUR (4) weeks after the date the application is given to the Strata Corporation; and
    - (ii) provide its written decision within ONE (1) week of the hearing;
  - (c) If the owner does not request a hearing, then the Strata Corporation shall provide its written decision within TWO (2) weeks of the receipt of the application.
  - (d) An application for an exemption shall be allowed if the Strata Corporation does not give its written decision to the owner in the times specified by subsections (9)(b) and (9)(c) above.
- (10) Where an owner rents or leases a strata lot in contravention of this rental restriction bylaw, the owner is subject to a fine of \$500.00 for each SEVEN (7) day period that the Strata Lot is rented or leased in contravention of these Bylaws. Any legal costs incurred by the strata corporation to enforce the rental restriction bylaws shall be the responsibility of the contravening owner and recoverable from the owner on a solicitor and own client basis by the strata corporation.

**25. PROHIBITION AGAINST USE OF STRATA LOT AS A SHORT-TERM RENTAL**

- (1) For the purposes of this bylaw "short term rental" means:
  - (a) The use of all or a part of a strata lot for the accommodation of persons including but not limited to travellers and the vacationing public for periods of under one month, and without limitation includes vacation rentals, executive rentals, boarding, hostel use, and bed and breakfast accommodation; but
  - (b) does not include the accommodation of visitors without receipt of remuneration.
- (2) Owners, occupants and tenants may not:
  - (a) rent, lease, or provide a license of occupancy to all or any part of their strata lot for use as a short-term rental;
  - (b) market, list, offer or advertise all or any part of their strata lot as being available for use as a short-term rental.
- (3) Notwithstanding bylaw 38(3), where an owner, occupant or tenant contravenes subsection (2)(a), the owner will be subject to a fine of up to \$1,000.00 or such higher amount as then permitted under the *Strata Property Regulation* for each night the strata lot is used as a short term rental.
- (4) Where an owner, occupant or tenant contravenes subsection (2)(b), the owner will be subject to a fine of up to \$200.00 or such higher amount as then permitted under the *Strata Property Regulation* for each time the strata lot is advertised or marketed as being available for use as a short term rental.

**26. RENTAL FINES:**

The fine for a breach of a rental restriction bylaw is \$500.00, which may be imposed every seven days.

**27. SMOKING PROHIBITIONS**

- (1) Owners, tenants, occupants, and visitors must not smoke in, on, or about all interior common property and all exterior common property that is within 3 meters of a door, window or air intake.
- (2) Owners, tenants, occupants, and visitors must not smoke in, or on a strata lot or any limited common property designated for the exclusive use of a strata lot including:
  - a. the interior of all strata lots, and
  - b. the exterior balconies and patios of all strata lots.
- (3) For the purpose of these bylaws "smoking" will include the inhaling, exhaling, burning, or carrying of any lighted cigarette, cigar, pipe or e-cigarettes containing any form of tobacco, nicotine, marijuana or other narcotic, or any product whose use generates smoke.
- (4) Any owner who sells a strata lot must specifically disclose to all potential buyers and Realtors that smoking is prohibited everywhere within the building and its grounds, including inside the strata lots and on the patios and balconies.
- (5) Any owner who rents, leases, grants licenses of occupancy or otherwise allows someone

other than the owner to reside within or occupy a strata lot, shall disclose to said persons prior to their residency or occupancy, that smoking is prohibited in the Strata Corporation, and such owner shall be responsible for any breach of these bylaws by any such person they have leased, rented or granted a license of occupancy to their strata lot.

- (6) Council must make reasonable accommodation, pursuant to section 8 of the Human Rights Code and the whole of the Code for a new or existing owner, occupant, or tenant who intends to use tobacco in relation to a traditional cultural activity, or smoking is intended to be done by a prescribed group for a prescribed purpose. In making this accommodation the Council will only do so in writing and may prescribe in writing for when the permission is granted, the duration of the permission and where smoking is allowed.
- (7) As medical marijuana can now be obtained in edible forms or oils, nothing in this bylaw should be construed as authorizing the smoking of marijuana by anyone, even those owners, tenants or occupants who have a valid authorization to possess marijuana issued pursuant to *the Marijuana Medical Access Regulations*, under the *Canada Controlled Drugs and Substances Act*.
- (8) Any Human Rights based exemption granted by the Council pursuant to sections (6) above shall apply only to the interior of the exempted individual's strata lot and not the balconies or patios.
- (9) Section (2) of this bylaw shall not apply to any owners, occupants or tenants who currently smoke within their strata lot at the time this bylaw was passed or any new owners, occupants, or tenants who have a medically or culturally based requirement to smoke.
- (10) All owners, occupants, and tenants who are granted permission to smoke in their strata lots pursuant to sections (8) or (9) of this bylaw must make reasonable efforts to seal their strata lots, and to prevent their smoke from infiltrating the interior common property, or other strata lots.

## 28. MOVING

- (1) Any property owner moving to or from the building must give one (1) week's advance notice to the property manager *and* the Strata Council in writing specifying the date and time of the move in order that Council may arrange for the installation of the moving pads and for the use of the elevator key.
- (2) The Strata Corporation may regulate the times and manner in which any person moves into or out of strata lots and requires that such moves be co-ordinated with the manager of the building at least 7 days in advance of such moves, or such lesser period as the council may, in its sole discretion, permit, provided that if an owner or tenant carries out any move into or out of a strata lot otherwise than in accordance with such prior arrangements made with the manager of the building, the owner or tenant will be subject to a fine of \$100.00, such fine to be paid on or before the due date of the next monthly strata fees.
- (3) A non-refundable Move in Fee of \$200 will be charged by the strata corporation to any owner for the owner or his or her tenant moving into a non-furnished strata lot.

The move-in fee is not applicable on Furnished Strata lots, however the owner is required to identify the unit as furnished (ie no furniture will be moved into the unit as part of the

change in occupancy) on the required Form K. Failure to do so will result in the move-in fee being charged.

**29. LOCKERS**

- (1) Each strata lot shall be entitled to one (1) storage locker. The location of the storage lockers shall be designated by the Strata Council or person designated by them.
- (2) No strata lot owner or resident shall do anything to change or modify the basis perimeter structure of the storage locker. Adequate ventilation is important to avoid potential mildew and mould problems and odour in those areas and nothing shall be done to inhibit ventilation. There shall be no storage of any flammable materials, including oil based paints, paint thinner, gasoline or similar combustibles.
- (3) Should an owner not comply with the provisions of the above 42(1) of this bylaw, within twenty-one (21) days of receipt of a notice from the Council, the Strata Council or their duly authorized agent may (but is not obligated to) remedy such default including the right if necessary to forcibly enter such a locker. The Strata Council shall not be liable for any damage to or loss of any items stored in the locker. The defaulting owner shall be solely responsible for all costs incurred in remedying such default.

**30. PETS**

- (1) Keep any animals on his strata lot or the common property after notice in that behalf from the council, PROVIDED THAT the Owners of a residential strata lot shall be permitted to keep one dog or cat within his strata lot, PROVIDED the dog or cat does not weigh more than 6.8 kilograms and FURTHER PROVIDED THAT such dog or cat is carried by the Owners in the common hallways and elevators and that, once outside the building, the Owner keeps such dog or cat on a leash. The Owner shall forthwith remove any excrement of such dog or cat. Any unruly dog or cat shall be removed after written notice by the council. This bylaw may not be amended except by unanimous resolution of the Owners.
- (2) Should such owner fail to remove their pet permanently from the Strata Corporation (including the individuals strata lot) then the Strata Council may:
  - (i) levy a fine for a contravention of this bylaw;
  - (ii) take legal action to require the removal of such a pet;
- (3) An owner shall ensure that an owner's or occupier's cat or dog will be carried or be on leash while on any common property.
- (4) Visitors' animals brought onto the common property or limited common property shall be subject to the same rules of behaviour and restraint as apply to owner's animals. Each owner shall be fully responsible for animals accompanying their visitors. Visitor's animals are subject to the same restrictions included in Bylaw 30(1) and (2).
- (5) Any costs (including all legal costs on a solicitor and own client basis) resulting from such actions shall be the sole responsibility of the strata lot owner. Any owner with a pet shall provide particulars of any animal or bird possessed by such owner to the Management Company appointed from time to time by the Strata Corporation.

**31. PARKING**

- (1) Owners, residents, and guests shall park only in those spaces specifically designated to

them;

- (2) No resident shall park or permit to be parked on the common property any recreation vehicle, motorhome, commercial truck boat or trailer;
- (3) Notwithstanding the provisions contained in bylaw 31(2) a resident may park a motorhome or trailer on common property providing it does not impede access to any other strata lot, for a duration not to exceed 24 hours, for the purpose of unloading or loading;
- (4) Visitor parking is marked and is for visitors and /or trade vehicles only. No owner or tenant shall permit any guest or visitor to his or her unit to park any vehicle in any area designated for visitors for more than 30 days in any twelve month period without the prior written permission of the Strata Council;
- (5) There shall be no unlicensed Vehicles in any parking space within the Strata Corporation;
- (6) There shall be no derelict vehicles parked anywhere on the common property. A derelict vehicle is one, which shall be defined as being not presently roadworthy, or is in the opinion of a majority of the Strata Council, unsightly;
- (7) There shall be no repairs, oil changes or other maintenance operations carried out on the common property or limited common property. Car washing is permitted provided it is conducted in a designated area in the parking garage and that cleanup is completed;
- (8) Residents shall clean up any oil spillage from their vehicles and in the event a spillage is not properly cleaned the Strata Council may order the work done and shall hold the owner liable for the expense of such cleanup;
- (9) An owner shall not rent or lease his parking stall to other than a resident of the Avenue;

### **32. BARBECUING**

- (1) No owner shall use a barbecue, hibachi or other like cooking device on a balcony, deck or patio unless such barbecue, hibachi or cooking device is powered by propane, natural gas or electricity and such propane, natural gas or electricity powered barbecues, hibachis and other light cooking devices shall not be used except in accordance with rules made by the Strata Corporation from time to time;
- (2) There shall be no barbecuing anywhere on the common property;
- (3) There shall be no artificial fire starters used in any barbecue being utilised in any strata lot. Propane gas containers are not to be stored in garages or any interior area;
- (4) If a series of complaints is received by the Strata Council regarding a particular barbecue, council shall investigate and may at its sole discretion deny further barbecue privileges to an offending resident. Future offences would then be dealt with under the fines provision of these bylaws.

### **33. USE OF PATIOS AND BALCONIES**

An owner, tenant or occupant of a strata lot which does not have enclosed balconies shall not place planters or other such items or equipment within any part of the limited common property designated on the strata plan exclusively for the use of such owner unless, in the opinion of the Council, such planters, items or equipment are in keeping with the balance of the development in terms of design, quality, proportion and colour. Any such planters, items or equipment will be

maintained in good and tidy condition on an ongoing basis and the responsibility for such maintenance will be solely for the account of the owner, tenant or occupant entitled to the use of the limited common property on which they are placed.

**34. WATERBEDS**

All waterbeds must be of quality construction. Those owners of waterbeds will be held responsible for any damage arising to common property or any strata lost as a result of leakage or spillage from the waterbed. Owners/residents shall carry appropriate waterbed insurance. The owners will, on request of the Strata Council or its designate, provide a copy of the insurance to the Strata Council or the property manager.

**35. SMALL CLAIMS ACTIONS**

Notwithstanding any provision of the Act, the Strata Corporation may proceed under the Small Claims Act (British Columbia) against an owner or other person to collect money owing to the Strata Corporation, including money owing as a fine, without requiring authorization by a resolution passed by a 3/4 vote.

**36. GARBAGE DISPOSAL**

An owner, tenant or occupant shall remove ordinary household refuse and garbage from his strata lot and deposit it in the containers provided by the Strata Corporation for that purpose. All garbage shall be bagged and tied before so depositing and the owner, tenant or occupant shall remove any materials other than ordinary household refuse and garbage from the strata plan property at his expense.

**37. ACQUISITION OR DISPOSITION OF PERSONAL PROPERTY**

The Strata Corporation may purchase, lease or otherwise acquire personal property for the use or benefit of the owners and may sell or otherwise dispose of such personal property for any amount approved in the annual budget for the Strata Corporation, but otherwise only if approved by a resolution passed by a ¾ vote at an Annual or special general meeting if the personal property has a market value of more than \$1,000.

**38. FINES**

- (1) A fine may be levied by the Strata Council against owners, lessees, tenants, or occupants for infractions of these bylaws or rules and any rules or regulations created by the Strata Council from time to time as set out in S.40(3) and pursuant to the regulations contained in the Strata Property Act.
- (2) In addition to the fines provided above, any owner paying his monthly assessment after the first of the month may be charged an additional fine of twenty-five dollars (\$25.00) for late payment. This charge will be levied on each and every subsequent late payment.
- (3) Pursuant to the Strata Property Act, regulation 7 (1), (2), and (3) the Strata Corporation may fine an owner or tenant a maximum of:
  - (a) \$200.00 for each contravention of a bylaw; and
  - (b) \$50.00 for each contravention of a rule.
  - (c) \$500.00 for each contravention of the rental restriction bylaw
- (4) The Strata Corporation may impose a fine on an owner or tenant for a continuing

contravention of a bylaw or rule every 7 days.

- (5) Each owner and tenant is responsible for payment, without invoice, of any money (other than strata fees, but including special levies) owing to the Strata Corporation as provided for in the Act or these bylaws, and if the owner or tenant fails to pay any money so owing within 15 days after the date such money becomes due, the owner or tenant will, after having been given written notice of the default and been provided with a reasonable opportunity to answer the complaint (including a hearing if requested), be assessed and pay a fine of \$10.00, and if such default continues for a further 15 days, an additional fine of \$25.00 will be levied against and paid by the owner or tenant, as the case may be, and for each additional month such default continues, an additional fine of \$25.00 will be levied against and paid by the owner or tenant.
- (6) Additional assessments, fines authorized by these bylaws, banking charges, filing costs, legal expenses, interest charges and any other expenses incurred by either the Strata Corporation to enforce these bylaws, as they may be amended from time to time, or any rule which may be established from time to time by the Council pursuant to the Act or these bylaws, except that any amount owing in respect of a fine or the cost of remedying the contravention of a bylaw, will be calculated as a separate component of such assessment and the Strata Corporation may not register a lien against such separate component.
- (7) The Strata Corporation may recover from an owner by an action for a debit in a court of competent jurisdiction money which the Strata Corporation is required to expend as a result of an act or omission by the owner, his/her employee, agents, invitees or tenants, or an infraction or violation of these bylaws or any rules or regulation established under them.

**39. CONTINUING CONTRAVENTION**

If an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption, for longer than 7 days, a fine may be imposed every 7 days.

**40. SEVERABILITY**

For the purpose of interpretation of these bylaws each paragraph and subparagraph shall be deemed to be a separate bylaw and should any of the aforesaid paragraphs or subparagraphs be held by any court of competent jurisdiction or by an arbitrator appointed pursuant to the Strata Property Act SBC 1998 Chapter 43 be deemed to be unenforceable, then such paragraph or subparagraph shall be deemed to be severable and the remaining paragraph or subparagraphs or sections of any bylaw so affected shall be given the broadest interpretation possible and shall not be deemed to be void or unenforceable as a result of such findings.

**41. BINDING EFFECT**

For the purpose of clarification it is acknowledged and agreed by all owners that the within bylaws constitute a contract inter se between the owners and shall be binding upon each of the individual owners and their heirs, administrators, successors and assigns as the case may be as if executed and delivered by such parties.

**42. PROHIBITION AGAINST GROWING, AND SALE OF CANNABIS**

- (1) Owners, occupants, tenants, and visitors may not:



- (a) grow or cultivate cannabis in or on a strata lot, on the limited common property, or the common property; or
  - (b) barter, or sell cannabis or any derivative thereof, in or from a strata lot, on the limited common property, or the common property.
- (2) In the event that the Strata Corporation receives a written complaint regarding an alleged contravention of subsection (2), the Strata Corporation, in addition to any other right of entry it has under these bylaws, may enter into a strata lot on 24 hour's written notice to carry out an inspection of that strata lot to determine if a contravention of subsection (2) has occurred.
- (3) If, after having complied with the procedural requirements of section 135 of the *Strata Property Act*, the Strata Corporation determines that an owner, occupant, tenant or visitor has violated subsection (2), then it may:
  - (a) fine the owner or tenant of the subject strata lot up to \$200 per contravention or such higher amount as then permitted under the *Strata Property Act* and *Strata Property Regulation*;
  - (b) remove and dispose of any cannabis plants, cannabis processing or cannabis manufacturing equipment discovered during the inspection;
  - (c) clean and make good any damage to the strata lot or common property caused by or arising out of the growing, cultivating, production, processing or manufacturing of cannabis; and
  - (d) charge back the cost of the inspection, removal, cleaning and restoration of the property back to the offending owner or tenant of the subject strata lot.

#### **43. Damage, Insurance, and Risk Allocation**

- (1) The Strata Corporation shall obtain an independent appraisal of the property from a qualified appraiser at least once every three years for the purposes of determining full replacement value pursuant to section 149(4)(a) of the *Strata Property Act*.
- (2) For purposes of s. 149(4)(b) of the Act, the Strata Corporation shall obtain adequate insurance for other major perils on an annual basis if such coverage is available and is economically feasible, including:
  - (a) earthquake insurance;
  - (b) sewer backup;
  - (c) flood;
  - (d) theft or misappropriation of funds; and,
  - (e) Director's and Officer's Liability Insurance for a minimum amount of \$2,000,000.00.
- (3) An Owner, tenant, occupant or visitor must not:
  - (a) do anything that will increase the risk of fire or the rate of insurance on the buildings or any part thereof; and
  - (b) cause damage, other than reasonable wear and tear to the common property,

limited common property, common assets or those parts of a strata lot which the Strata Corporation must repair and maintain under these bylaws or insure under section 149 of the Act.

- (4) Subject to the regulations and this bylaw:
  - (a) the payment of an insurance deductible in respect of a claim on the Strata Corporation's insurance, or
  - (b) damages or loss caused to building components and fixtures that the Strata Corporation must repair and maintain, that falls below the Strata Corporation's relevant insurance deductible
    - (i) are common expenses to be contributed to by means of strata fees calculated in accordance with section 99(2) or 100(1) of the Act.
- (5) Despite any other section of the Act or the regulations, Strata Corporation approval is not required for a special levy or for an expenditure from the contingency reserve fund to cover an insurance deductible required to be paid by the Strata Corporation to repair or replace damaged property, unless the Strata Corporation has decided not to repair or replace under section 159.
- (6) The Strata Corporation may cause its contractors and agents to carry out emergency response work to the common property and within a strata lot, even if the loss or damage appears to be uninsured or below the relevant insurance deductible.
- (7) Owners or tenants must reimburse the Strata Corporation for any emergency response, repairs and cleanup costs incurred by the Strata Corporation, plus any losses or damages to the owner's or tenant's strata lot, another strata lot, the common property, the limited common property or the contents of same, if:
  - (a) that owner or tenant is responsible for the loss or damage; or
  - (b) if the loss or damage arises out of or is caused by or results from an act, omission, negligence or carelessness of:
    - (i) that owner or tenant; or,
    - (ii) any member of the owner's or tenant's:
      - (1) family; or,
      - (2) pet(s); or,
      - (3) guests, employees, contractors, agents, tenants, volunteers, or their pets,
  - (c) but only to the extent that such expense is not, or would not, be met by the proceeds received from any applicable insurance policy, excluding the insurance deductible which is the responsibility of the owner or tenant.
- (8) Without restricting the generality of the foregoing, an owner or tenant is responsible for:
  - (a) any water escape damage from that owner's or tenant's strata lot or any other type of damage caused by or arising out of the operation of any appliance, equipment located in or fixture which forms a part of the owner's or tenant's strata lot;

- (b) any damage arising out of any Alteration or addition to the strata lot, the limited common property or the common property installed by that owner or a prior owner or tenant of that strata lot;
  - (c) any damage to property that an owner or tenant is required to repair or maintain;
  - (d) any damage due to an owner, tenant or occupant not ensuring that their strata lot interior is maintained at a minimum temperature of 10 degrees centigrade, year round; and,
  - (e) any damage due to a water pipe leak or any other loss or damage whatsoever that the strata council reasonably determines resulted from or is contributed to by an owner's, tenant's or occupant's failure to comply with these bylaws.
- (9) An owner or tenant shall indemnify and save harmless the Strata Corporation from any cost or expense for repair, maintenance or replacement to the strata lot, common property or limited common property, including legal costs as between a solicitor and his own client, that the owner or tenant is responsible for, but only to the extent that such expense or cost is not reimbursed from the proceeds received by operation of any insurance policy. In such circumstances, any insurance deductible paid or payable shall be considered an expense not covered by the proceeds received by the Strata Corporation as insurance coverage and for purposes of this bylaw will be charged to the owner or tenant.
- (10) For purposes of this bylaw, the lesser of the amount of the damages or the insurance deductible plus any uninsured repair costs, emergency response costs, and related legal costs may be charged to the owner or tenant and will become due and payable as part of that strata lot's monthly assessment on the first of the month following the date on which the expense was incurred.
- (11) For greater certainty, an owner or tenant is responsible to pay amounts due under this bylaw even if:
- (a) that owner or tenant is not negligent and such responsibility shall be construed as a strict liability standard for purposes of payment of the insurance deductible pursuant to section 158(2) of the Act; and
  - (b) the loss or damage is covered by the Strata Corporation's insurance but the Strata Corporation does not make a claim against its insurance.
- (12) Owners and tenants acknowledge that they must obtain and maintain an insurance policy to cover:
- (a) loss or damage to the owner's or tenant's strata lot and the fixtures referred to in section 149 (1) (d) of the Act:
    - (i) against perils that are not insured by the strata corporation, and
    - (ii) for amounts that are in excess of amounts insured by the strata corporation;
  - (b) for fixtures in the owner's strata lot, other than the fixtures referred to in section 149 (1) (d) of the Act;
  - (c) for improvements and alterations to fixtures referred to in section 149 (1) (d) of

- the Act;
- (d) loss of rental value of the owner's strata lot in excess of insurance obtained and maintained by the strata corporation;
  - (e) liability for property damage and bodily injury, whether occurring on the owner's strata lot or on the common property in the minimum amount of \$2,000,000; and
  - (f) losses from water escape and rupture
- (13) Owners and tenants must provide a copy of their insurance policy to the Strata Corporation within 7 days of the receipt of a request from the Strata Corporation for production of the same.
  - (14) Owners and tenants must report any accident or failure of any water pipes, toilets, drains, electric wires or apparatus, or other fittings or fixtures in any strata lot or in any part of the common property immediately upon discovery to the council or the property manager.
  - (15) Owners, occupants, and tenants may not claim any compensation from the Strata Corporation for any un-insured, loss or damage, or loss or damage where the total such loss and damage amounted to less than the relevant insurance deductible, to the property or person of the owner arising from any failure of the common property or any part of a strata lot that the Strata Corporation must repair and maintain, unless such loss or damage resulted from the negligent act or omission on the part of the Strata Corporation, its employees or agent.

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Ordered by Troy Petersen on 2023/02/09

**STRATA PLAN VIS2907, THE AVENUE  
1501 RICHMOND AVENUE  
BYLAWS**

**DUTIES OF OWNER**

**1. PAYMENT OF STRATA FEES**

1. An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
2. If an owner is late in paying his or her strata fees, the owner must pay to the Strata Corporation fines as outlined in these bylaws under section 38.

**2. REPAIR AND MAINTENANCE OF PROPERTY BY OWNER**

- (1) An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the Strata Corporation under these bylaws.
- (2) An owner who has the use of limited common property must repair and maintain it, except for repair and maintenance that is the responsibility of the Strata Corporation under these bylaws.
- (3) An owner shall:
  1. An owner, tenant, occupant, or visitor must allow a person authorized by the Strata Corporation to enter the strata lot in an emergency, without notice, to ensure safety or prevent significant loss or damage, and
    - (a) at a reasonable time, on 48 hours' written notice,
      - (i) to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the Strata Corporation to repair and maintain under these bylaws or insure under the Act; and
      - (ii) to ensure compliance with the Act and these bylaws.
    - (b) The notice referred to in subsection 2.(3)(1) must include the date and approximate time of entry, and the reason for entry.
- (4) Promptly carry out all work that may be ordered by any competent public or local authority in respect of his/her strata lot and pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of his/her strata lot.
- (5) Repair and maintain his/her strata lot, and keep them in a state of good repair, reasonable wear and tear and damage by fire, storm, tempest or act of God excepted.
- (6) The Strata Corporation shall be responsible exterior windows and for the repair and maintenance of balcony railings. The Strata Corporation will be responsible for the structure of the balcony decks; the owner will be responsible for the surfacing.
- (7) Use and enjoy the common property, common facilities, or other assets of the Strata Corporation in a manner that will not unreasonably interfere with their use and enjoyment by other owners, their families or visitors.

- (8) Within 2 weeks of becoming an owner, an owner must inform the Strata Corporation of the owner's name, strata lot number and mailing address outside the strata plan if any
- (9) Be required to leave a key with a neighbor or local relative or friend for the purpose of emergency access to their strata lot. Inform the property manager in writing of the name and telephone number(s) of said relative or friend. The key must only be utilized in the presence of (1) member of council and the property manager, or (2) members of the Strata Council. In each case where the key is utilized, a written report shall be delivered to the owner or his/her agent within twenty-four (24) hours of its use. In the event of an emergency, the council or its authorized agent will enter the premises by force if required. Damages in these circumstances will be at the expense of the individual strata lot owner.
- (10) Owners must:
  - (a) ensure that their hot water tank is in proper operating condition at all times;
  - (b) replace the tank within 8 years from the date of its installation, or such longer period as warranted by the manufacturer; and
  - (c) within 7 days of receipt of a written request from the Strata Corporation, provide proof to the Strata Corporation of:
    - (i) the date of the installation of their hot water tank and their hot water tank's warranty period if such warranty period is longer than 8 years; or
    - (ii) the replacement of the hot water tank in accordance with subsection (10)(b).
- (11) If an owner fails or refuses to:
  - (a) replace their hot water tank within 8 years from the date of its installation, or such longer period as warranted by the manufacturer, contrary to subsection (10)(b); or
  - (b) provide proof of:
    - (i) the date of the installation of their hot water tank and their hot water tank's warranty period if such warranty period is longer than 8 years contrary to subsection (10)(c)(i); or
    - (ii) the replacement of the hot water tank contrary to subsection (10)(c)(ii)then:
  - (c) the Strata Corporation may enter onto the strata lot on seven (7) days notice and replace the hot water tank and charge any related costs and expenses back to the owner, including legal costs on a full indemnity basis.

### **3. OBTAIN APPROVAL BEFORE ALTERING A STRATA LOT**

- (1) An owner must obtain the written approval of the Strata Corporation before making an alteration to a strata lot that involves any of the following:
  - (a) the structure of a building;
  - (b) the exterior of a building;
  - (c) chimneys, stairs, balconies or other things attached to the exterior of a building;

- (d) doors, windows or skylights (including the casings, the frames and the sills of such doors, windows and skylights) on the exterior of a building, or that front on the common property (i.e. including, for example, adding security devices to the entrance door to a strata lot);
  - (e) fences, railings or similar structures that enclose a patio, balcony or yard;
  - (f) common property located within the boundaries of a strata lot;
  - (g) those parts of the strata lot which the Strata Corporation must insure under section 149 of the Act.
- (2) The Strata Corporation must not unreasonably withhold its approval under subsection (1), but may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.
- (3) An owner, tenant, or occupant must not do any act, nor alter a strata lot, in any manner, which in the opinion of the council will alter the exterior appearance of the building.
- (4) Flooring Requirements
- (2) An owner, occupant or tenant of a strata lot who wishes to remove, replace, change, alter or install any flooring in a strata lot must:
- (a) prior to removing the existing flooring or installing new flooring:
    - (i) apply to the council in writing;
    - (ii) provide the Council with the specifications of the proposed flooring;
    - (iii) obtain the Council's written consent to proceed with the alteration to the flooring;
  - (b) Specifications for flooring and underlay must reach a combined minimum AIC of 60 for soundproofing.
  - (c) ensure that altered flooring (other than carpeting) in areas other than bathrooms, laundry rooms and front door entrances:
    - (i) uses a high quality acoustic underlayment that is a minimum of 9.5 mm ( $\frac{3}{8}$ " ) thick between the altered flooring and subfloor/slab;
    - (ii) has a 3-6 mm ( $\frac{1}{8}$ " –  $\frac{1}{4}$ " ) gap between flooring and walls, to be filled with either underlay material or non-hardening acoustic caulking
    - (iii) has a minimum 3 mm ( $\frac{1}{8}$ " ) gap between bottom of baseboards and top of flooring;
    - (iv) is not rigidly attached to structure; and,
  - (d) allow the Council to enter into the strata lot to verify the installation of the underlay before it is covered by the flooring.
- (3) In the event the Strata Corporation receives noise complaints from neighbors of a strata where the flooring has been altered after the adoption of this bylaw ("altered flooring"), the Council may require the owner of the Strata Lot with the altered flooring to:

- (a) take all reasonable steps to reduce noise transmission including but not limited to: installing area rugs in high traffic areas, avoid walking with hard soled shoes, install felt pads on furniture legs; and
  - (b) permit the Strata Corporation, its council members, agents and employees, entry to the strata lot for the purpose of carrying out sound testing to determine the AICC ratings of the altered flooring.
- (4) In the event that the AICC ratings of the altered flooring is:
- (a) higher than the standards set out in subsection (1)(b), then the Strata Corporation will equally share the cost of testing the altered flooring with the owner of the strata lot who has submitted the noise complaints.
  - (b) lower than the standards set out in subsection (1)(b), then the Strata Corporation may require the owner of the Strata Lot with the altered flooring to:
    - (i) pay for the cost of testing the flooring;
    - (ii) take the actions set out in subsection (2)(a);
    - (iii) cover the flooring with carpeting; and / or;
    - (iv) remove the flooring and replace it with flooring that conforms with the bylaws.
- (5) Where an owner does alterations to the common property or to the limited common property, that strata owner will be solely responsible for any damage to and subsequent repair of the common property or limited common property and for any and all legal costs incurred by the Strata Corporation in collecting the cost of repairs on a solicitor and own client basis.

#### **4. REPAIR AND MAINTENANCE OF PROPERTY BY THE STRATA CORPORATION**

The Strata Corporation must repair and maintain all of the following:

- (1) common assets of the Strata Corporation;
- (2) common property that has not been designated as limited common property;
- (3) limited common property, but the duty to repair and maintain it is restricted to:
  - (a) repair and maintenance that in the ordinary course of events occurs less often than once a year, and
    - (i) the following, no matter how often the repair or maintenance ordinarily occurs:
      - (A) the structure of a building;
      - (B) the exterior of a building;
      - (C) chimneys, stairs, balconies, and other things attached to the exterior of a building;
      - (D) doors, windows and skylights (including the casings, the frames and the sills of such windows and skylights but excluding the



thermoseals where the windows are of double-glazed construction) on the exterior of a building or that front on the common property, and

(E) fences, railings and similar structures that enclose patios, balconies and yards;

(b) a strata lot in a strata plan that is not a bare land strata plan, but the duty to repair and maintain it is restricted to:

- i. the structure of the building
- ii. the exterior of the building
- iii. chimneys, stairs, balconies and other things attached to the exterior of the building
- iv. doors, windows and skylights (including the casings, the frames and the sills of such windows and skylights but excluding the thermoseals where the windows are of double glazed construction) on the exterior of a building or that front on the common property, and
- v. fences, railings and similar structures that enclose patios, balconies and yards

#### **5. STRATA COUNCIL**

- (1) Where a strata lot is owned by more than one person, only one of the strata lot shall be a member of the council at any one time.
- (2) Persons permitted on Council shall consist of the following:
  - (a) Owners;
  - (b) A spouse, including a common law spouse of an owner.

#### **6. COUNCIL MEMBERS' TERMS**

- (1) The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.
- (2) A person whose term as a council member is ending is eligible for reelection
- (3) In the election of council members held at the first annual general meeting after the passage of these bylaws, all council members must be elected for a term of one year.

#### **7. REMOVING COUNCIL MEMBER**

- (1) The Strata Corporation may, by a majority vote at any general meeting or special general meeting remove (without cause) a member of the council before expiry of his/her term of office and appoint another owner in his/her place, to hold office until the end of his/her term.
- (2) After removing a council member, the Strata Corporation must hold an election at the same annual or special general meeting to replace the council member for the remainder of the term.
- (3) No person shall stand for council or continue to be on council with respect to a strata lot

if the Strata Corporation is entitled to register a lien against that strata lot under section 116 of the Act.

**8. REPLACING COUNCIL MEMBER**

- (1) If a council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.
- (2) A replacement council member may be appointed from any person eligible to sit on the council.
- (3) The council may appoint a council member under this section even if the absence of the member being replaced leaves the council without a quorum.
- (4) If all the members of the council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the Strata Corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

**9. QUORUM OF COUNCIL**

- (1) A quorum of the council is
  - (a) 2, if the council consists of 2,3, or 4 members,
  - (b) 3, if the council consists of 5 or 6 members, and
  - (c) 4, if the council consists of 7 members.
- (2) Council members must be present in person at the council meeting to be counted in establishing quorum.

**10. OFFICERS**

- (1) At the first meeting of the council held after each annual general meeting of the Strata Corporation, the council must elect, from among its members, a president, a vice president, a secretary and a treasurer.
- (2) A person may hold more than one office at a time, other than the offices of president and vice president.
- (3) The vice president has the powers and duties of the president.
  - (a) while the president is absent or is unwilling or unable to act, or
  - (b) for the remainder of the president's term if the president ceases to hold office.
- (4) If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

**11. CALLING COUNCIL MEETINGS**

- (1) Any council member may call a council meeting by giving the other council members at least one week's notice of the meeting, specifying the reason for calling the meeting.
- (2) The notice does not have to be in writing.

- (3) A council meeting may be held on less than one week's notice if
  - (a) all council members consent in advance of the meeting, or
  - (b) the meeting is required to deal with an emergency situation, and all council members either
    - (i) consent in advance of the meeting, or
    - (ii) are unavailable to provide consent after reasonable attempts to contact them.
- (4) The council must inform owners about a council meeting *as soon as feasible* after the meeting has been called.

**12. COUNCIL MEETINGS**

- (1) At the option of the council, council meetings may be held by electronic means, including conference calls, so long as all council members and other participants can communicate with each other.
- (2) If a council meeting is held by electronic means, council members are deemed to be present in person.

**13. VOTING AT COUNCIL MEETINGS**

- (1) At council meetings, decisions must be made by a majority of council members present in person at the meeting.
- (2) If there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote (listing numbers in favor and opposed).
- (3) The results of all votes at a council meeting must be recorded in the council meeting minutes.

**14. DELEGATION OF COUNCIL'S POWERS AND DUTIES**

- (1) Subject to subsections (2) to (4), the council may delegate some or all of its powers and duties to one or more council members or persons who are not members of the council and may revoke the delegation.
- (2) The council may delegate its spending powers or duties, but only by a resolution that
  - (a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or
  - (b) delegates the general authority to make expenditures in accordance with subsection (3).
- (3) A delegation of a general authority to make expenditures must
  - (a) set a maximum amount that may be spent, and
  - (b) to indicate the purposes for which, or the conditions under which, the money may be spent.
- (4) The council may not delegate its powers to determine, based on the facts of a particular case,

- (a) whether a person has contravened a bylaw or rule,
- (b) whether a person should be fined, and the amount of the fine, or
- (c) whether a person should be denied access to a recreational facility.

**15. SPENDING RESTRICTIONS**

- (1) A person may not spend the Strata Corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.
- (2) Despite subsection (1), a council member may spend the Strata Corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

**16. LIMITING EXPENDITURES OF COUNCIL**

- (1) Unless otherwise authorized by a bylaw, a Strata Council shall not, except in emergencies, authorize, (without authorization by a ¾ vote of the Strata Corporation), an expenditure exceeding \$2000.00 which was not set out in the annual budget of the corporation and approved by the owners at a general meeting.
- (2) Subject to subsection (3) below, if a proposed expenditure has not been approved in the budget or at an annual or special general meeting, the Strata Corporation may only make such expenditure out of the operating fund if the expenditure, together with all other unapproved expenditures, whether of the same type or not, that were made pursuant to this subsection (1) in the same fiscal year, is less than \$2000.00
- (3) If the Strata Corporation makes an expenditure under subsection (1) above, the Strata Corporation must inform owners as soon as feasible about any expenditure of more than \$2000.00 on any single item.
- (4) Notwithstanding subsection (1) above, the Strata Corporation can make an expenditure out of either the operating fund or the contingency reserve fund if there are reasonable grounds to believe that an immediate expenditure is necessary to ensure safety or to prevent significant loss or damage, whether physical, financial or otherwise.

**17. LIMITATION ON LIABILITY OF COUNCIL MEMBER**

- (1) A council member who acts honestly in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the council.
- (2) Subsection (1) does not affect a council member's liability, as an owner, for a judgment against the Strata Corporation.
- (3) The Strata Corporation shall, at the discretion of the council obtain and maintain in force Director's Liability Insurance for members of the council indemnifying the said members of council from any claim against them for damages arising as a result of any act taken by the said council or member of council in good faith in accordance with sub-paragraph 3 and 4 above. The cost of such insurance and any legal costs shall be deemed to be part of the common expenses of the Strata Corporation and shall form part of the annual budget.

**ANNUAL AND SPECIAL GENERAL MEETINGS**

## 18. PERSON TO CHAIR MEETING

- (1) Annual and Special general meetings must be chaired by the president of the council.
- (2) If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.
- (3) If neither the president nor the vice president of the council chairs the meeting, a chair must be elected by the eligible voters in person or by proxy from among those persons who are present at the meeting.

### Electronic General Meetings

- 18.1**
- (1) The Strata Corporation may hold annual or special general meetings, including special general meetings demanded by 20% of the strata lot owners' votes pursuant to section 43 of the *Strata Property Act* (the *Act*), by electronic means including by telephone conference call, video conferencing or any other electronic means, so long as all authorized participants and eligible voters may communicate with each other during the meeting either through an electronic platform or teleconference, referred to herein as an "electronic meeting").
    - (a) An 'authorized participant' means an agent of the strata corporation, legal counsel, insurance agent, or any other person authorized by the *Strata Property Act*, bylaws or Strata Council to attend prior to the meeting.
  - (2) **Notice of Electronic Meetings:** The Corporation must specify the following in the notice of the electronic general meeting:
    - (b) the electronic means by which it intends to hold the electronic meeting;
    - (c) how voters may attend the electronic meeting; and,
    - (d) how votes may be cast at the electronic meeting.
  - (3) **Attendance at Electronic Meetings:**
    - (a) Eligible voters may only attend an electronic meeting by proxy or in person in the other manner or manners specified in the notice of meeting.
    - (b) If an eligible voter attends an electronic meeting in the manner specified in the notice of meeting, then such voter is deemed to be present in person.
    - (c) Eligible voters who wish to attend an electronic meeting by proxy must deliver a copy of their proxy to Council at least 48 hours before the meeting's start.
    - (d) Eligible voters attending an electronic meeting in person by electronic means acknowledge and accept that the risks associated with such attendance including but not limited to:
      - i. a loss of privacy;
      - ii. connection and/or other technological problems;
      - iii. an inability to participate in discussions; and
      - iv. an inability to vote.
    - (e) Eligible voters who attend an electronic meeting are responsible for the manner or manners in which they attend, and the Corporation is not responsible for the

quality or consistency of their connection or their inability to connect or maintain connection.

- (f) The council will keep a register and tally of eligible voters attending in person and by proxy and update it as the meeting progresses.
- (g) If an eligible voter loses their connection to the meeting:
  - a. their vote will not be counted towards quorum for any period that they are absent from the meeting; and
  - b. the meeting will continue in their absence unless their absence results in a loss of quorum.

**(4) Registration and Voting at Electronic General Meetings:**

- (a) At an electronic meeting, registration, verification of proxies, participation, and quorum of eligible voters in person or by proxy must be confirmed by the chair at the beginning of the meeting by calling the roll or any other method that confirms eligible voters present in person or by proxy.
- (b) Attendees and voters at the electronic meeting must provide proof of their identity if requested to do so by the Council.
- (c) Quorum will be determined by the number of eligible voters attending in person by the specified manner or manners or by proxy.
- (d) The Council will keep a register and tally of eligible voters attending in person and by proxy and update it as the meeting progresses.
- (e) If an eligible voter loses their connection to the meeting:
  - i. their vote will not be counted towards quorum for any period that they are absent from the meeting; and
  - ii. the meeting will continue in their absence unless their absence results in a loss of quorum.
- (f) Notwithstanding any other bylaw, a vote may not be conducted by secret ballot at an electronic annual or special general meeting.
- (g) The votes on a resolution at an electronic meeting may be cast by eligible voters using any one of the following voting methods:
  - i. email to a designated email address during a designated voting window;
  - ii. show of voting cards if visual electronic communication is available;
  - iii. call of the roll;
  - iv. hand delivery of the ballots to a designated location;
  - v. any other electronic method that identifies votes of eligible voters.
- (h) After the chair of the meeting determines that all votes have been cast the chair will announce the outcome of the vote for each resolution including the total number of votes cast, the number of votes in favor and against, and whether the resolution was approved or defeated; and the outcome of the vote must be

recorded in the minutes of the meeting.

- (i) The corporation must keep all ballots and proxies for an electronic annual or special general meeting for a period of two (2) years, or as otherwise determined by the eligible voters by majority vote, after which they will be destroyed.

**(5) Recording of Electronic Meetings:** Audio and/or visual recording of an electronic meeting, in part or in whole:

- (a) is permitted by the Council or it's designated agent for the purpose of facilitating accurate development of meeting minutes and confirming voting results post-meeting:
- (b) is permitted by an owner, occupant, or tenant only if such owner, occupant or tenant, first obtains the express permission of the voters by a majority vote
- (c) made by the Council must be retained/stored until the day after the next annual or special general meeting at which minutes of the previously recorded general meeting have been adopted/approved by owners; and
- (d) that are not made by the Council or authorized by a majority vote of the owners at the meeting, shall be deemed to be invalid and inaccurate.

**(6) Application of other bylaws and conflict:**

- (a) Subject to subsection 40.6 (b), all other bylaws pertaining to the calling and holding of general meetings continue to apply.
  - (i) Where a conflict exists between a section or subsection of this bylaw and any other bylaw, the provisions of this bylaw take precedence over the other bylaw.

**19. VOTING**

- (1) At an annual or special general meeting, voting cards must be issued to eligible voters.
- (2) At an annual or special general meeting, a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.
- (3) If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
- (4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
- (5) If there is a tie vote at an Annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president may break the tie by casting a second, deciding vote.
- (6) Despite anything in this section, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.
- (7) An owner who is otherwise an eligible voter may not exercise his or her vote for a strata lot, except on matters requiring a unanimous vote, if the Strata Corporation is entitled to register a lien under Section 116 of the Act against that strata lot.

**20. ORDER OF BUSINESS**

- (1) The order of business at annual or special general meetings is as follows:
- (a) certify proxies and corporate representatives and issue voting cards;
  - (b) determine that there is a quorum;
  - (c) elect a person to chair the meeting, if necessary;
  - (d) present to the meeting proof of notice of meeting or waiver of notice;
  - (e) approve the agenda;
  - (f) approve minutes from the last annual or special general meeting;
  - (g) deal with unfinished business;
  - (h) receive reports of council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;
  - (i) ratify any new rules made by the Strata Corporation under section 125 of the Act;
  - (j) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting.
  - (k) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting.
  - (l) deal with new business, including any matters about which notice has been given under section 45 of the Act;
  - (m) elect a council, if the meeting is an annual general meeting;
  - (n) terminate the meeting.

**21. USE OF PROPERTY AND PROHIBITIONS**

An owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in a way that

- (a) causes a nuisance or hazard to another person,
  - (b) causes unreasonable noise,
  - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,
  - (d) is illegal, or injurious to the reputation of the development; or
  - (e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan. In the case of a residential strata plan an owner, tenant, occupant or visitor shall not conduct any business in the strata lot other than that which can be conducted over the telephone or cable lines. It being the intent that strata lots are to be used for residential purposes only notwithstanding that such business or use may be permitted under any Municipal Home Occupation Bylaw 18.
- (1) An owner, tenant, occupant or visitor must not cause damage, other than reasonable



wear and tear, to the common property, common assets or those parts of a strata lot which the Strata Corporation must repair and maintain under these bylaws or insure under section 149 of the Act.

- (2) An owner, tenant or occupant must not:
- (a) use a strata lot for any purpose which involves undue traffic or noise in or about the strata lot or common property between the hours of 10:30 p.m. and 7:00 a.m. or that encourages loitering by persons in or about the strata lot or common property;
  - (b) make, cause or produce undue noise, smell, vibration or glare in or about any strata lot or common property or do anything which will interfere unreasonably with any other owner, tenant or occupant;
  - (c) use any musical instrument, amplifier, sound reproduction equipment or other device within or about any strata lot, the common property or any limited common property such that it causes a disturbance or interferes with the comfort of any other owner, tenant or occupant;
  - (d) obstruct or use the sidewalks, walkways, passages and driveways of the common property for any purpose other than ingress or egress from the strata lots or parking areas within the common property of the strata plan;
  - (e) leave on the common property or any limited common property, any shopping cart or any other item designated from time to time by the Strata Council;
  - (f) shake any mops or dusters of any kind, nor throw any refuse, out of the windows or doors or from the balcony of a strata lot or shake out any table cloths or dust cloths;
  - (g) do anything that will increase the risk of fire or the rate of insurance on the building or any part thereof; overload any electrical services or undertake any action or permit anything to be done which would increase the risk of fire or the rate of fire insurance premiums on the development, or breach any appropriate rule, ordinance or bylaw of any municipal, provincial or federal regulatory agency with respect to safety;
  - (h) permit a condition to exist within a strata lot which will result in the waste or excessive consumption of the building's domestic water supply or heated water;
  - (i) allow a strata lot to become unsanitary or a source of odour; accumulate or store any garbage or refuse, or otherwise allow his/her strata lot or adjacent areas to be untidy;
  - (j) feed pigeons, gulls or other birds, squirrels, rodents or other animals from a strata lot or anywhere on or in close proximity to the common property or any limited common property, but this shall not apply to a pet permitted to be kept in a strata lot pursuant to these bylaws and the rules made hereunder, which pet shall be fed only in a strata lot hummingbirds excepted;
  - (k) install any window coverings, visible from the exterior of his/her strata lot, which are different in size or colour from those of the original building specifications. In no case shall an owner cover any window with aluminium foil, paper, plastic or

other similar item (excluding solar film as approved by Council). Nor shall an owner paint any exterior doors or balcony exteriors or balcony railing any colour not approved by the Strata Council or make other modifications to any exterior doors or install any railing, awning, antenna or similar matter on any balcony or patio without the written consent of the Strata Council. The purpose of this bylaw is to ensure some degree of uniformity throughout the development;

- (l) hang or display any laundry, washing, clothing, bedding or other articles from windows, balconies or other parts of the building so that they are visible from the outside (exterior) of the building;
- (m) use or install in or about a strata lot any shades, awnings, window or balcony guards or screens, ventilators, supplementary heating, air conditioning devices, except those installations approved in writing by the council;
- (n) erect on or fasten to the strata lot, the common property or any limited common property any television, radio or satellite antenna or similar structure or appurtenance thereto; or any other electronic signal receiving or transmitting device anywhere on the common property or on or about an owner's individual strata lot except for a compact satellite dish within a strata lot but not on the balcony, patio or deck of a strata lot;
- (o) Signage:
  - i. place any signs, billboards, notices or other advertising matter of any kind on, or visible from, the exterior of a strata lot, or any portion thereof or on the common property of limited common property without the written consent of the Strata Council;
  - ii. permit "For Sale" signs to be placed on or about the common property except on the signage board located adjacent to the entrance to the building which is designated for such purpose
  - iii. an owner or his/her agent shall be permitted to display "Open House" signs at the front entrance and on the common property
- (p) an owner of a strata lot, when selling a strata lot, will not hold or permit to be held, any public open house except in the manner prescribed by Council. One open house for agents will be allowed per listing. Unless the Council otherwise prescribes, all showings must be by appointment only.
- (q) place any indoor-outdoor carpeting on any deck, patio or balcony, or place any items on any deck, patio or the balcony any trunks, freezers, bicycles, motorcycles, goods, chattels, firewood or other material of any kind except free-standing, self-contained planter boxes, barbecues, summer furniture and accessories nor install any hanging plants from the balcony roof or other hanging items within three feet of a balcony railing line, inward facing planter boxes excepted;
- (r) give any keys, combinations, security cards or other means of access to the building, the parking garage or common areas to any person other than an employee, contractor, occupant or guest of the strata lot permitted by these bylaws. Permit access into the building and grounds by any peddlers, solicitors,

- delivery personnel and sales representatives, except under such conditions as may be determined by the Strata Council;
- (s) hang or place or cause to be hung or placed on or in the common property any picture, painting, form of decoration, objects d'art or piece of furniture without the written permission of the Strata Council;
  - (t) the owners of ground floor units with patios shall not cross the lawn and garden parts of the common property for the purposes of entering and leaving their strata units;
  - (u) obstruct the sidewalks, passages, common halls, stairways, elevator and lobbied or allow them to be used for any purpose other than for the ingress and egress to and from the common property and the strata lot therein;
  - (v) allow bicycles, mopeds, motorcycles, golf carts and other similar articles to stand in any common halls, passageways, stairways, vestibules or other common areas or on common property;
  - (w) park passenger automobiles or permit passenger automobiles to be parked on the common property except in the designated or assigned parking spaces or permit any motor vehicle, trailer, boat, camper or other equipment of any kind to be parked on the common property other than in designated area without written permission of the Strata Council;
  - (x) permit access to the building and grounds by any peddlers, solicitors, delivery personnel and sales representatives except under such conditions as may be determined by the Strata Council;
  - (y) install or allow to be installed, Realtor lock boxes anywhere on the common property.
- (3) When the purpose for which a strata lot is intended to be used as shown expressly or be necessary implication on or by the registered strata plan, an owner shall not use his/her strata lot for any other purpose, or permit it to be so used.
- (5) Owners, occupants and tenants must not cause or permit their real estate agents to affix lock boxes to the common property or the exterior of a strata lot.
- (6) Notwithstanding bylaws 21(2)(r) and 21(5) the Strata Corporation may cause or permit the Victoria Real Estate Board to install The Secure Strata Key Box Housing unit on the common property in a location to be determined by the Strata Council in its sole discretion.

## **22. OBTAIN APPROVAL BEFORE ALTERING COMMON PROPERTY**

- (1) An owner must obtain the written approval of the Strata Corporation before making an alteration to common property, including limited common property, or common assets.
- (2) The Strata Corporation may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration and to provide, at the request of the Strata Corporation, evidence of appropriate insurance coverage relating to the alteration.

## **23. ADULT OCCUPANCY AND RESIDENCY RESTRICTIONS**

- (1) Subject to the regulations contained in the Strata Property Act, no person under the age of nineteen (19) years shall be permitted to ordinarily reside in any strata lot.
- (2) In no case shall a one (1) bedroom strata lot be occupied by more than two (2) persons, nor a two (2) bedroom strata lot be occupied by more than three (3) persons, or a three or more bedroom unit be occupied by more than four (4) persons who are permanent residents.

**24. RENTAL RESTRICTIONS**

Pursuant to section 141(2) of the Strata Property Act, the Strata Corporation may restrict or limit the number of strata lots which may be leased or rented, and for the purposes of interpretation of this bylaw the following shall be deemed to be a lease or rental:

- (1) *The maximum number of units that may be rented in 5.*
  - (1.1) For the purposes of this bylaw, the term “rented” includes letting, leasing and licensing of a strata lot.
  - (1.2) Pursuant to section 141(2)(b)(ii) of the *Strata Property Act*, the minimum period of time that a strata lot, or room in, or portion of a strata lot may be rented, or leased is **ONE (1) MONTH**.
  - (1.3) Despite section 1 of this bylaw, owners may rent, lease, let, or license their strata lots for one period of between one and six months in any calendar year.
- (2) An owner wishing to rent or lease a strata lot must apply in writing to the strata council for permission to rent or lease.
- (3) The council will keep a list of owners who wish to rent their strata lot and the priority of their application. If the number of strata lots rented or leased at the time an owner applies for permission to lease has reached the limit stated in subsection (1.1), excluding exempt strata lots pursuant to ss. 142, 143 and 144 of the *Strata Property Act*, the council must refuse permission and notify the owner in writing, as soon as possible stating that the limit has been reached or exceeded and place the owner of the strata lot on a waiting list to be administered by the council. The council shall grant approvals on a first come basis in the order of the date such applications are received by the council. An owner whose permission to rent or lease has terminated in accordance with subsection (6) below and who wishes to reapply for permission shall be placed at the back of the waiting list and the first owner on the waiting list shall then be granted permission to rent.
- (5) An owner who has received permission to rent or lease a strata lot must exercise the permission within TWO (2) months from the date that the strata council granted the permission, otherwise the permission expires. During the TWO (2) months immediately following the grant of permission, the strata lot will be deemed leased or rented for the purposes of the limit stated in subsection (1.1).
- (6) Once an owner has received and exercised permission to rent or lease their strata lot, that owner, or a subsequent owner of the strata lot may continue to lease his or her strata lot until the earlier of:
  - (a) the date the Owner, or a Family Member of the Owner moves into and resides in the strata lot;
  - (b) the date the strata lot is conveyed to an Owner occupier of the strata lot;

- (c) in the event the strata lot is sold subject to an existing tenancy; the date the tenancy agreement between the new owner and the existing tenant at the time of sale is determined, terminated or expires; or
  - (d) the permission to rent terminates pursuant to subsection (5) above.
- (7) An owner shall not permit their tenants to sublet their strata lot.
- (8) This rental restriction bylaw does not apply to prevent the rental or lease of a strata lot to an Owner's Family Members;
  - (a) For the purposes of this bylaw Family Member has the meaning set out in the *Strata Property Act* and *Strata Property Regulations*, namely:
    - (i) "Family" or "Family Member" means a spouse of the owner, a parent or child of the owner, or a parent or child of the spouse of the owner.
    - (ii) "Spouse of the Owner" includes an individual who has lived and cohabited with the owner, for a period of at least 2 years at the relevant time, in a marriage-like relationship, including a marriage-like relationship between persons of the same gender.
- (9) An owner who wishes to lease or rent his Strata Lot pursuant to a hardship exemption pursuant to section 144 of the *Strata Property Act* shall:
  - (a) Apply in writing to the Strata Corporation for permission to lease or rent pursuant to a hardship exemption and the application shall include the following:
    - (i) the reason the owner thinks an exemption should be made and whether the owner wishes a hearing;
    - (ii) proposed term of the lease or rental, including the commencement date as well as the termination date, if any, of the lease or rental; and,
    - (iii) any other information or documents shall be provided as may reasonably be requested by the Strata Council;
  - (b) If the owner requests a hearing, then the Strata Corporation shall:
    - (i) hear the owner or the owner's agent within FOUR (4) weeks after the date the application is given to the Strata Corporation; and
    - (ii) provide its written decision within ONE (1) week of the hearing;
  - (c) If the owner does not request a hearing, then the Strata Corporation shall provide its written decision within TWO (2) weeks of the receipt of the application.
  - (d) An application for an exemption shall be allowed if the Strata Corporation does not give its written decision to the owner in the times specified by subsections (9)(b) and (9)(c) above.
- (10) Where an owner rents or leases a strata lot in contravention of this rental restriction bylaw, the owner is subject to a fine of \$500.00 for each SEVEN (7) day period that the Strata Lot is rented or leased in contravention of these Bylaws. Any legal costs incurred by the strata corporation to enforce the rental restriction bylaws shall be the responsibility of the contravening owner and recoverable from the owner on a solicitor and own client basis by the strata corporation.

**25. PROHIBITION AGAINST USE OF STRATA LOT AS A SHORT-TERM RENTAL**

- (1) For the purposes of this bylaw "short term rental" means:
  - (a) The use of all or a part of a strata lot for the accommodation of persons including but not limited to travellers and the vacationing public for periods of under one month, and without limitation includes vacation rentals, executive rentals, boarding, hostel use, and bed and breakfast accommodation; but
  - (b) does not include the accommodation of visitors without receipt of remuneration.
- (2) Owners, occupants and tenants may not:
  - (a) rent, lease, or provide a license of occupancy to all or any part of their strata lot for use as a short-term rental;
  - (b) market, list, offer or advertise all or any part of their strata lot as being available for use as a short-term rental.
- (3) Notwithstanding bylaw 38(3), where an owner, occupant or tenant contravenes subsection (2)(a), the owner will be subject to a fine of up to \$1,000.00 or such higher amount as then permitted under the *Strata Property Regulation* for each night the strata lot is used as a short term rental.
- (4) Where an owner, occupant or tenant contravenes subsection (2)(b), the owner will be subject to a fine of up to \$200.00 or such higher amount as then permitted under the *Strata Property Regulation* for each time the strata lot is advertised or marketed as being available for use as a short term rental.

**26. RENTAL FINES:**

The fine for a breach of a rental restriction bylaw is \$500.00, which may be imposed every seven days.

**27. SMOKING PROHIBITIONS**

- (1) Owners, tenants, occupants, and visitors must not smoke in, on, or about all interior common property and all exterior common property that is within 3 meters of a door, window or air intake.
- (2) Owners, tenants, occupants, and visitors must not smoke in, or on a strata lot or any limited common property designated for the exclusive use of a strata lot including:
  - a. the interior of all strata lots, and
  - b. the exterior balconies and patios of all strata lots.
- (3) For the purpose of these bylaws "smoking" will include the inhaling, exhaling, burning, or carrying of any lighted cigarette, cigar, pipe or e-cigarettes containing any form of tobacco, nicotine, marijuana or other narcotic, or any product whose use generates smoke.
- (4) Any owner who sells a strata lot must specifically disclose to all potential buyers and Realtors that smoking is prohibited everywhere within the building and its grounds, including inside the strata lots and on the patios and balconies.
- (5) Any owner who rents, leases, grants licenses of occupancy or otherwise allows someone

other than the owner to reside within or occupy a strata lot, shall disclose to said persons prior to their residency or occupancy, that smoking is prohibited in the Strata Corporation, and such owner shall be responsible for any breach of these bylaws by any such person they have leased, rented or granted a license of occupancy to their strata lot.

- (6) Council must make reasonable accommodation, pursuant to section 8 of the Human Rights Code and the whole of the Code for a new or existing owner, occupant, or tenant who intends to use tobacco in relation to a traditional cultural activity, or smoking is intended to be done by a prescribed group for a prescribed purpose. In making this accommodation the Council will only do so in writing and may prescribe in writing for when the permission is granted, the duration of the permission and where smoking is allowed.
- (7) As medical marijuana can now be obtained in edible forms or oils, nothing in this bylaw should be construed as authorizing the smoking of marijuana by anyone, even those owners, tenants or occupants who have a valid authorization to possess marijuana issued pursuant to *the Marijuana Medical Access Regulations*, under the *Canada Controlled Drugs and Substances Act*.
- (8) Any Human Rights based exemption granted by the Council pursuant to sections (6) above shall apply only to the interior of the exempted individual's strata lot and not the balconies or patios.
- (9) Section (2) of this bylaw shall not apply to any owners, occupants or tenants who currently smoke within their strata lot at the time this bylaw was passed or any new owners, occupants, or tenants who have a medically or culturally based requirement to smoke.
- (10) All owners, occupants, and tenants who are granted permission to smoke in their strata lots pursuant to sections (8) or (9) of this bylaw must make reasonable efforts to seal their strata lots, and to prevent their smoke from infiltrating the interior common property, or other strata lots.

## 28. MOVING

- (1) Any property owner moving to or from the building must give one (1) week's advance notice to the property manager *and* the Strata Council in writing specifying the date and time of the move in order that Council may arrange for the installation of the moving pads and for the use of the elevator key.
- (2) The Strata Corporation may regulate the times and manner in which any person moves into or out of strata lots and requires that such moves be co-ordinated with the manager of the building at least 7 days in advance of such moves, or such lesser period as the council may, in its sole discretion, permit, provided that if an owner or tenant carries out any move into or out of a strata lot otherwise than in accordance with such prior arrangements made with the manager of the building, the owner or tenant will be subject to a fine of \$100.00, such fine to be paid on or before the due date of the next monthly strata fees.
- (3) A non-refundable Move in Fee of \$200 will be charged by the strata corporation to any owner for the owner or his or her tenant moving into a non-furnished strata lot.

The move-in fee is not applicable on Furnished Strata lots, however the owner is required to identify the unit as furnished (ie no furniture will be moved into the unit as part of the

change in occupancy) on the required Form K. Failure to do so will result in the move-in fee being charged.

**29. LOCKERS**

- (1) Each strata lot shall be entitled to one (1) storage locker. The location of the storage lockers shall be designated by the Strata Council or person designated by them.
- (2) No strata lot owner or resident shall do anything to change or modify the basis perimeter structure of the storage locker. Adequate ventilation is important to avoid potential mildew and mould problems and odour in those areas and nothing shall be done to inhibit ventilation. There shall be no storage of any flammable materials, including oil based paints, paint thinner, gasoline or similar combustibles.
- (3) Should an owner not comply with the provisions of the above 42(1) of this bylaw, within twenty-one (21) days of receipt of a notice from the Council, the Strata Council or their duly authorized agent may (but is not obligated to) remedy such default including the right if necessary to forcibly enter such a locker. The Strata Council shall not be liable for any damage to or loss of any items stored in the locker. The defaulting owner shall be solely responsible for all costs incurred in remedying such default.

**30. PETS**

- (1) Keep any animals on his strata lot or the common property after notice in that behalf from the council, PROVIDED THAT the Owners of a residential strata lot shall be permitted to keep one dog or cat within his strata lot, PROVIDED the dog or cat does not weigh more than 6.8 kilograms and FURTHER PROVIDED THAT such dog or cat is carried by the Owners in the common hallways and elevators and that, once outside the building, the Owner keeps such dog or cat on a leash. The Owner shall forthwith remove any excrement of such dog or cat. Any unruly dog or cat shall be removed after written notice by the council. This bylaw may not be amended except by unanimous resolution of the Owners.
- (2) Should such owner fail to remove their pet permanently from the Strata Corporation (including the individuals strata lot) then the Strata Council may:
  - (i) levy a fine for a contravention of this bylaw;
  - (ii) take legal action to require the removal of such a pet;
- (3) An owner shall ensure that an owner's or occupier's cat or dog will be carried or be on leash while on any common property.
- (4) Visitors' animals brought onto the common property or limited common property shall be subject to the same rules of behaviour and restraint as apply to owner's animals. Each owner shall be fully responsible for animals accompanying their visitors. Visitor's animals are subject to the same restrictions included in Bylaw 30(1) and (2).
- (5) Any costs (including all legal costs on a solicitor and own client basis) resulting from such actions shall be the sole responsibility of the strata lot owner. Any owner with a pet shall provide particulars of any animal or bird possessed by such owner to the Management Company appointed from time to time by the Strata Corporation.

**31. PARKING**

- (1) Owners, residents, and guests shall park only in those spaces specifically designated to



them;

- (2) No resident shall park or permit to be parked on the common property any recreation vehicle, motorhome, commercial truck boat or trailer;
- (3) Notwithstanding the provisions contained in bylaw 31(2) a resident may park a motorhome or trailer on common property providing it does not impede access to any other strata lot, for a duration not to exceed 24 hours, for the purpose of unloading or loading;
- (4) Visitor parking is marked and is for visitors and /or trade vehicles only. No owner or tenant shall permit any guest or visitor to his or her unit to park any vehicle in any area designated for visitors for more than 30 days in any twelve month period without the prior written permission of the Strata Council;
- (5) There shall be no unlicensed Vehicles in any parking space within the Strata Corporation;
- (6) There shall be no derelict vehicles parked anywhere on the common property. A derelict vehicle is one, which shall be defined as being not presently roadworthy, or is in the opinion of a majority of the Strata Council, unsightly;
- (7) There shall be no repairs, oil changes or other maintenance operations carried out on the common property or limited common property. Car washing is permitted provided it is conducted in a designated area in the parking garage and that cleanup is completed;
- (8) Residents shall clean up any oil spillage from their vehicles and in the event a spillage is not properly cleaned the Strata Council may order the work done and shall hold the owner liable for the expense of such cleanup;
- (9) An owner shall not rent or lease his parking stall to other than a resident of the Avenue;

### **32. BARBECUING**

- (1) No owner shall use a barbecue, hibachi or other like cooking device on a balcony, deck or patio unless such barbecue, hibachi or cooking device is powered by propane, natural gas or electricity and such propane, natural gas or electricity powered barbecues, hibachis and other light cooking devices shall not be used except in accordance with rules made by the Strata Corporation from time to time;
- (2) There shall be no barbecuing anywhere on the common property;
- (3) There shall be no artificial fire starters used in any barbecue being utilised in any strata lot. Propane gas containers are not to be stored in garages or any interior area;
- (4) If a series of complaints is received by the Strata Council regarding a particular barbecue, council shall investigate and may at its sole discretion deny further barbecue privileges to an offending resident. Future offences would then be dealt with under the fines provision of these bylaws.

### **33. USE OF PATIOS AND BALCONIES**

An owner, tenant or occupant of a strata lot which does not have enclosed balconies shall not place planters or other such items or equipment within any part of the limited common property designated on the strata plan exclusively for the use of such owner unless, in the opinion of the Council, such planters, items or equipment are in keeping with the balance of the development in terms of design, quality, proportion and colour. Any such planters, items or equipment will be

maintained in good and tidy condition on an ongoing basis and the responsibility for such maintenance will be solely for the account of the owner, tenant or occupant entitled to the use of the limited common property on which they are placed.

**34. WATERBEDS**

All waterbeds must be of quality construction. Those owners of waterbeds will be held responsible for any damage arising to common property or any strata lost as a result of leakage or spillage from the waterbed. Owners/residents shall carry appropriate waterbed insurance. The owners will, on request of the Strata Council or its designate, provide a copy of the insurance to the Strata Council or the property manager.

**35. SMALL CLAIMS ACTIONS**

Notwithstanding any provision of the Act, the Strata Corporation may proceed under the Small Claims Act (British Columbia) against an owner or other person to collect money owing to the Strata Corporation, including money owing as a fine, without requiring authorization by a resolution passed by a 3/4 vote.

**36. GARBAGE DISPOSAL**

An owner, tenant or occupant shall remove ordinary household refuse and garbage from his strata lot and deposit it in the containers provided by the Strata Corporation for that purpose. All garbage shall be bagged and tied before so depositing and the owner, tenant or occupant shall remove any materials other than ordinary household refuse and garbage from the strata plan property at his expense.

**37. ACQUISITION OR DISPOSITION OF PERSONAL PROPERTY**

The Strata Corporation may purchase, lease or otherwise acquire personal property for the use or benefit of the owners and may sell or otherwise dispose of such personal property for any amount approved in the annual budget for the Strata Corporation, but otherwise only if approved by a resolution passed by a ¾ vote at an Annual or special general meeting if the personal property has a market value of more than \$1,000.

**38. FINES**

- (1) A fine may be levied by the Strata Council against owners, lessees, tenants, or occupants for infractions of these bylaws or rules and any rules or regulations created by the Strata Council from time to time as set out in S.40(3) and pursuant to the regulations contained in the Strata Property Act.
- (2) In addition to the fines provided above, any owner paying his monthly assessment after the first of the month may be charged an additional fine of twenty-five dollars (\$25.00) for late payment. This charge will be levied on each and every subsequent late payment.
- (3) Pursuant to the Strata Property Act, regulation 7 (1), (2), and (3) the Strata Corporation may fine an owner or tenant a maximum of:
  - (a) \$200.00 for each contravention of a bylaw; and
  - (b) \$50.00 for each contravention of a rule.
  - (c) \$500.00 for each contravention of the rental restriction bylaw
- (4) The Strata Corporation may impose a fine on an owner or tenant for a continuing

contravention of a bylaw or rule every 7 days.

- (5) Each owner and tenant is responsible for payment, without invoice, of any money (other than strata fees, but including special levies) owing to the Strata Corporation as provided for in the Act or these bylaws, and if the owner or tenant fails to pay any money so owing within 15 days after the date such money becomes due, the owner or tenant will, after having been given written notice of the default and been provided with a reasonable opportunity to answer the complaint (including a hearing if requested), be assessed and pay a fine of \$10.00, and if such default continues for a further 15 days, an additional fine of \$25.00 will be levied against and paid by the owner or tenant, as the case may be, and for each additional month such default continues, an additional fine of \$25.00 will be levied against and paid by the owner or tenant.
- (6) Additional assessments, fines authorized by these bylaws, banking charges, filing costs, legal expenses, interest charges and any other expenses incurred by either the Strata Corporation to enforce these bylaws, as they may be amended from time to time, or any rule which may be established from time to time by the Council pursuant to the Act or these bylaws, except that any amount owing in respect of a fine or the cost of remedying the contravention of a bylaw, will be calculated as a separate component of such assessment and the Strata Corporation may not register a lien against such separate component.
- (7) The Strata Corporation may recover from an owner by an action for a debit in a court of competent jurisdiction money which the Strata Corporation is required to expend as a result of an act or omission by the owner, his/her employee, agents, invitees or tenants, or an infraction or violation of these bylaws or any rules or regulation established under them.

**39. CONTINUING CONTRAVENTION**

If an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption, for longer than 7 days, a fine may be imposed every 7 days.

**40. SEVERABILITY**

For the purpose of interpretation of these bylaws each paragraph and subparagraph shall be deemed to be a separate bylaw and should any of the aforesaid paragraphs or subparagraphs be held by any court of competent jurisdiction or by an arbitrator appointed pursuant to the Strata Property Act SBC 1998 Chapter 43 be deemed to be unenforceable, then such paragraph or subparagraph shall be deemed to be severable and the remaining paragraph or subparagraphs or sections of any bylaw so affected shall be given the broadest interpretation possible and shall not be deemed to be void or unenforceable as a result of such findings.

**41. BINDING EFFECT**

For the purpose of clarification it is acknowledged and agreed by all owners that the within bylaws constitute a contract inter se between the owners and shall be binding upon each of the individual owners and their heirs, administrators, successors and assigns as the case may be as if executed and delivered by such parties.

**42. PROHIBITION AGAINST GROWING, AND SALE OF CANNABIS**

- (1) Owners, occupants, tenants, and visitors may not:

- (a) grow or cultivate cannabis in or on a strata lot, on the limited common property, or the common property; or
  - (b) barter, or sell cannabis or any derivative thereof, in or from a strata lot, on the limited common property, or the common property.
- (2) In the event that the Strata Corporation receives a written complaint regarding an alleged contravention of subsection (2), the Strata Corporation, in addition to any other right of entry it has under these bylaws, may enter into a strata lot on 24 hour's written notice to carry out an inspection of that strata lot to determine if a contravention of subsection (2) has occurred.
- (3) If, after having complied with the procedural requirements of section 135 of the *Strata Property Act*, the Strata Corporation determines that an owner, occupant, tenant or visitor has violated subsection (2), then it may:
  - (a) fine the owner or tenant of the subject strata lot up to \$200 per contravention or such higher amount as then permitted under the *Strata Property Act* and *Strata Property Regulation*;
  - (b) remove and dispose of any cannabis plants, cannabis processing or cannabis manufacturing equipment discovered during the inspection;
  - (c) clean and make good any damage to the strata lot or common property caused by or arising out of the growing, cultivating, production, processing or manufacturing of cannabis; and
  - (d) charge back the cost of the inspection, removal, cleaning and restoration of the property back to the offending owner or tenant of the subject strata lot.

**43. Damage, Insurance, and Risk Allocation**

- (1) The Strata Corporation shall obtain an independent appraisal of the property from a qualified appraiser at least once every three years for the purposes of determining full replacement value pursuant to section 149(4)(a) of the *Strata Property Act*.
- (2) For purposes of s. 149(4)(b) of the Act, the Strata Corporation shall obtain adequate insurance for other major perils on an annual basis if such coverage is available and is economically feasible, including:
  - (a) earthquake insurance;
  - (b) sewer backup;
  - (c) flood;
  - (d) theft or misappropriation of funds; and,
  - (e) Director's and Officer's Liability Insurance for a minimum amount of \$2,000,000.00.
- (3) An Owner, tenant, occupant or visitor must not:
  - (a) do anything that will increase the risk of fire or the rate of insurance on the buildings or any part thereof; and
  - (b) cause damage, other than reasonable wear and tear to the common property,

limited common property, common assets or those parts of a strata lot which the Strata Corporation must repair and maintain under these bylaws or insure under section 149 of the Act.

- (4) Subject to the regulations and this bylaw:
  - (a) the payment of an insurance deductible in respect of a claim on the Strata Corporation's insurance, or
  - (b) damages or loss caused to building components and fixtures that the Strata Corporation must repair and maintain, that falls below the Strata Corporation's relevant insurance deductible
    - (i) are common expenses to be contributed to by means of strata fees calculated in accordance with section 99(2) or 100(1) of the Act.
- (5) Despite any other section of the Act or the regulations, Strata Corporation approval is not required for a special levy or for an expenditure from the contingency reserve fund to cover an insurance deductible required to be paid by the Strata Corporation to repair or replace damaged property, unless the Strata Corporation has decided not to repair or replace under section 159.
- (6) The Strata Corporation may cause its contractors and agents to carry out emergency response work to the common property and within a strata lot, even if the loss or damage appears to be uninsured or below the relevant insurance deductible.
- (7) Owners or tenants must reimburse the Strata Corporation for any emergency response, repairs and cleanup costs incurred by the Strata Corporation, plus any losses or damages to the owner's or tenant's strata lot, another strata lot, the common property, the limited common property or the contents of same, if:
  - (a) that owner or tenant is responsible for the loss or damage; or
  - (b) if the loss or damage arises out of or is caused by or results from an act, omission, negligence or carelessness of:
    - (i) that owner or tenant; or,
    - (ii) any member of the owner's or tenant's:
      - (1) family; or,
      - (2) pet(s); or,
      - (3) guests, employees, contractors, agents, tenants, volunteers, or their pets,
  - (c) but only to the extent that such expense is not, or would not, be met by the proceeds received from any applicable insurance policy, excluding the insurance deductible which is the responsibility of the owner or tenant.
- (8) Without restricting the generality of the foregoing, an owner or tenant is responsible for:
  - (a) any water escape damage from that owner's or tenant's strata lot or any other type of damage caused by or arising out of the operation of any appliance, equipment located in or fixture which forms a part of the owner's or tenant's strata lot;

- (b) any damage arising out of any Alteration or addition to the strata lot, the limited common property or the common property installed by that owner or a prior owner or tenant of that strata lot;
  - (c) any damage to property that an owner or tenant is required to repair or maintain;
  - (d) any damage due to an owner, tenant or occupant not ensuring that their strata lot interior is maintained at a minimum temperature of 10 degrees centigrade, year round; and,
  - (e) any damage due to a water pipe leak or any other loss or damage whatsoever that the strata council reasonably determines resulted from or is contributed to by an owner's, tenant's or occupant's failure to comply with these bylaws.
- (9) An owner or tenant shall indemnify and save harmless the Strata Corporation from any cost or expense for repair, maintenance or replacement to the strata lot, common property or limited common property, including legal costs as between a solicitor and his own client, that the owner or tenant is responsible for, but only to the extent that such expense or cost is not reimbursed from the proceeds received by operation of any insurance policy. In such circumstances, any insurance deductible paid or payable shall be considered an expense not covered by the proceeds received by the Strata Corporation as insurance coverage and for purposes of this bylaw will be charged to the owner or tenant.
- (10) For purposes of this bylaw, the lesser of the amount of the damages or the insurance deductible plus any uninsured repair costs, emergency response costs, and related legal costs may be charged to the owner or tenant and will become due and payable as part of that strata lot's monthly assessment on the first of the month following the date on which the expense was incurred.
- (11) For greater certainty, an owner or tenant is responsible to pay amounts due under this bylaw even if:
- (a) that owner or tenant is not negligent and such responsibility shall be construed as a strict liability standard for purposes of payment of the insurance deductible pursuant to section 158(2) of the Act; and
  - (b) the loss or damage is covered by the Strata Corporation's insurance but the Strata Corporation does not make a claim against its insurance.
- (12) Owners and tenants acknowledge that they must obtain and maintain an insurance policy to cover:
- (a) loss or damage to the owner's or tenant's strata lot and the fixtures referred to in section 149 (1) (d) of the Act:
    - (i) against perils that are not insured by the strata corporation, and
    - (ii) for amounts that are in excess of amounts insured by the strata corporation;
  - (b) for fixtures in the owner's strata lot, other than the fixtures referred to in section 149 (1) (d) of the Act;
  - (c) for improvements and alterations to fixtures referred to in section 149 (1) (d) of

- the Act;
- (d) loss of rental value of the owner's strata lot in excess of insurance obtained and maintained by the strata corporation;
  - (e) liability for property damage and bodily injury, whether occurring on the owner's strata lot or on the common property in the minimum amount of \$2,000,000; and
  - (f) losses from water escape and rupture
- (13) Owners and tenants must provide a copy of their insurance policy to the Strata Corporation within 7 days of the receipt of a request from the Strata Corporation for production of the same.
  - (14) Owners and tenants must report any accident or failure of any water pipes, toilets, drains, electric wires or apparatus, or other fittings or fixtures in any strata lot or in any part of the common property immediately upon discovery to the council or the property manager.
  - (15) Owners, occupants, and tenants may not claim any compensation from the Strata Corporation for any un-insured, loss or damage, or loss or damage where the total such loss and damage amounted to less than the relevant insurance deductible, to the property or person of the owner arising from any failure of the common property or any part of a strata lot that the Strata Corporation must repair and maintain, unless such loss or damage resulted from the negligent act or omission on the part of the Strata Corporation, its employees or agent.

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Ordered by Troy Petersen on 2023/02/09

## PARKING PERMIT

### City of Victoria

Phone the Transportation Department (Phone # 361-0327)

Ask for a "General Permit". It costs \$15.00 per day.

You can either have it faxed to you or you can pick it up at City Hall.

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